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FORMS AND PRECEDENTS

FOR

CONVEYANCING AND BUSINESS TRANSACTIONS
ADAPTED TO THE LAWS OF OHIO

- BY

HOWARD A. COUSE

OF THE CLEVELAND BAR



CINCINNATI

THE W. H. ANDERSON COMPANY

1907

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PREFACE.

This work contains a collection of forms for the evidencing of business transactions, for conveyancing and the organization of corporations, together with forms under miscellaneous titles, such as Arbitration, Composition with Creditors and Decedents' Estates.

No forms of pleading or court procedure are included, excepting bankruptcy forms and a few forms of court orders which are included to give a complete set of forms under certain titles. As Ohio lawyers are called upon, not infrequently, to prepare instruments relating to property situated in other States, forms of Acknowledgments, Chattel Mortgages, Deeds and Mortgages for other States are included, together with notes giving the statutory requirements of each State.

Formbooks are not new, but no collection of forms adapted to the laws of Ohio has been published. The author has, in his practice, experienced the need of such a work and this volume is offered in the hope that it may prove useful.

HOWARD A. COUSE.

Cleveland, Ohio.

September, 1907.

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OHIO FORMS AND PRECEDENTS.

CHAPTER I.

ACKNOWLEDGMENTS.

NOTE.

Acknowledgment is the act of a person who has executed an instrument, in going before a competent officer, producing the instrument, and declaring it to be his act and deed.¹

The purpose of acknowledgment is to entitle the instrument to record,² and to provide official evidence of its execution.³

Purpose of acknowledgment.

What instruments require acknowledgment.

In Ohio the following instruments must be acknowledged:

Deeds, mortgages and leases of real property or any interest therein;⁴ including the interest or estate of a married person;⁵ powers of attorney to convey, mortgage or lease the same;⁶ satisfactions and releases of mortgages, when not made on the original mortgage or on the margin of the record thereof;⁷ plats of towns, additions and subdivisions;⁸ deeds of sheriffs, master commissioners, special masters and other officers selling real property in pursuance of an order of court;⁹ written agreements of owners of adjoining lands fixing the corners or boundary lines;¹⁰ articles of incorporation;¹¹ certificates of limited partnerships;¹² articles of limited partnership associations and amendments thereof;¹³ trade marks of timber dealers;¹⁴ conveyances and mortgages of real property by limited partnership associations; to be

¹ See Bouvier Law Dictionary 88; Short v. Conlee, 28 Ill. 228; Anderson's Dictionary of Law 21.

² Rev. Stats. §§ 4106, 4133 and 4134; Read v. Loan Co., 68 Ohio St. 280; Lessee of Foster v. Dennison, 9 Ohio 121; Amick v. Woodworth, 58 Ohio St. 86 (99).

³ Read v. Loan Co., 68 Ohio St. 280 (297); Lessee of Foster v. Dennison, 9 Ohio 121 (125); Garrett v. Hanshue, 53 Ohio St. 482 (491).

⁴ Rev. Stats. § 4106.

⁵ Rev. Stats. § 4107.

⁶ Rev. Stats. § 4108.

⁷ Rev. Stats. §§ 4135a, 4135.

⁸ Rev. Stats. §§ 2600, 2601 (Bates Stat. 1536-65; 1536-66), and § 6286.

⁹ Rev. Stats. § 5401.

¹⁰ Rev. Stats. §§ 4127, 4128.

¹¹ Rev. Stats. § 3236.

¹² Rev. Stats. § 3144.

¹³ Rev. Stats. § 3161a.

¹⁴ Rev. Stats. §§ 4364-56.

acknowledged by the chairman and secretary.¹⁵ If a deed of assignment for creditors is not acknowledged, it will not operate to convey real estate.¹⁶

What instruments need no acknowledgment.

An instrument need not be acknowledged unless required by statute, as acknowledgment was unknown to the common law. The acknowledgment forms no part of a deed.¹⁷ Land contracts are not mentioned by the statutes providing for acknowledgment and require none.¹⁸ By statute the following instruments need not be acknowledged; leases for less than three years;¹⁹ assignments of mortgages;²⁰ satisfactions and releases of mortgages when made on the original mortgage or on the margin of the record.²¹

What officers may take acknowledgments in Ohio.

Acknowledgments may be taken before a notary public within the county of his residence, and of each county for which he is appointed;²² or a judge or clerk of a court of record, a county auditor, county surveyor, mayor or a justice of the peace;²³ or a judge of a police court.²⁴

What officers may take acknowledgments outside of Ohio for use within this State.

Written instruments to be recorded or used in Ohio may be acknowledged outside of the State before commissioners of the State of Ohio;²⁵ or a commissioner specially appointed by the governor for that purpose, or a consul general, vice consul general, deputy consul general, consul, vice consul, deputy consul, commercial agent and consular agent of the United States resident in any foreign country;²⁶ or an officer authorized to take acknowledgments by the laws of the State in which an instrument of conveyance or incumbrance of real property is made;²⁷ or the colonel, lieutenant colonel, major or adjutant of any regiment or battalion raised in this State, in the service of the United States.²⁸

Circumstances disqualifying officers.

Interest as a party to the transaction will, in general, prevent an officer from acting in his official character. The grantee in a deed or mortgage is disqualified on grounds of public policy from taking the acknowledgment of the grantor.²⁹ But the interest must be a direct one. The taking of an acknowledgment is a ministerial and not a judicial act. Where the grantee is a corporation, the interest of a stockholder is not such as

¹⁵ Rev. Stats. § 3161m.

¹⁶ Kingman v. Loyer, 40 Ohio St. 109; Pfeiffer v. Cook, 12 B. 53.

¹⁷ Stevens v. Griffith, 3 Vt. 448; Lessee of Foster v. Dennison, 9 Ohio 121 (125).

¹⁸ Wood Sash, Door & Paint Co. v. Burrows, 2 Cir. Ct. (N. S.) 213, aff. Sup. Ct. 73 Ohio St. 372.

¹⁹ Rev. Stats. § 4112.

²⁰ Rev. Stats. § 4135.

²¹ Rev. Stats. § 4135.

²² Rev. Stats. §§ 118, 4106.

²³ Rev. Stats. § 4106. See § 526, authorizing probate judges, and § 1247, authorizing clerks of common pleas courts to take acknowledgments.

²⁴ Rev. Stats. § 1787 (§ 1536-806).

²⁵ Rev. Stats. § 124.

²⁶ Rev. Stats. § 4111.

²⁷ Rev. Stats. § 4111. De Segond v. Culver, 10 Ohio 188 (192).

²⁸ Rev. Stats. § 3107-55.

²⁹ Amick v. Woodworth, 58 Ohio St. 86.

to disqualify him from acting in his official character in taking the acknowledgment of the grantor.³⁰ And the secretary and treasurer of a corporation is not disqualified from taking the acknowledgment of a person executing a mortgage to it.³¹ The fact that the notary public is a clerk in the office of the attorney for the grantee does not invalidate the acknowledgment.³² Relationship of the officer to one of the parties does not invalidate the instrument. A relative of the grantee in a deed or mortgage may take the acknowledgment of the grantor.³³ The fact that the officer signs as an attesting witness does not prevent his taking the acknowledgment also.³⁴

As the act of an officer in taking an acknowledgment is ministerial and not judicial,³⁵ his authority accompanies his person and is not confined to territorial jurisdiction.³⁶ An acknowledgment may be taken by a federal judge outside of his district, but within the United States;³⁷ by a judge of a common pleas court outside of his county or district;³⁸ by a justice of the peace without his county,³⁹ and by a mayor without the limits of his municipal corporation.⁴⁰ Any act done by a notary public subsequently to the expiration of his term of office is valid.⁴¹ But the acknowledgment of a deed made by a deputy sheriff after the death of his principal is void.⁴²

As between the parties it is not necessary that an acknowledgment be made at any specified time. It may be made at any time between signing and the bringing of a suit on the instrument.⁴³ Where a deed was executed by a sheriff during his term of office, but not acknowledged until subsequently, the acknowledgment was held to relate back to the time of its execution.⁴⁴ Under former statutes regulating the execution of conveyances of land by husband and wife, it was held that their acknowledgments could be made at the different times and places, and before different officers.⁴⁵

³⁰ Read v. Loan Co., 68 Ohio St. 280; Horton v. Columbian Bldg. & Loan Soc., 6 B. 141.

³¹ Horton v. Columbian Bldg. & Loan Soc., 6 B. 141.

³² Catholic Institute v. Gibbons, 3 B. 581.

³³ Welsh v. Lewis, 71 Ga. 387; First Nat'l Bank v. Roberts, 9 Mont. 323; Remington Paper Co. v. O'Dougherty, 81 N. Y. 474; Lynch v. Livingston, 6 N. Y. 422; Nixon v. Post, 13 Wash. 181, 43 Pac. Rep. 23; Kimball v. Johnson, 14 Wis. 674.

³⁴ Baird v. Evans, 58 Ga. 350; Trenworth v. Smallwood, 111 N. Car. 132.

³⁵ Read v. Loan Co., 68 Ohio St. 280; Williamson v. Carskadden, 36 Ohio St. 664.

³⁶ Lessee of Moore v. Vance, 1 Ohio 1 (14).

³⁷ Lessee of Moore v. Vance, 1 Ohio 1 (14).

³⁸ Lessee of Kinsman v. Loomis, 11 Ohio 475 (480).

³⁹ Crumbaugh v. Kugler, 2 Ohio St. 373.

⁴⁰ Moore v. Lessee of Moore, 3 Ohio St. 154.

⁴¹ Rev. Stats. § 121.

⁴² Lessee of Anderson v. Brown, 9 Ohio 151.

⁴³ Fisher v. Butcher, 19 Ohio 406, 53 Am. Dec. 436.

⁴⁴ Doe, Lessee of Foster v. Dugan, 8 Ohio 87.

⁴⁵ Williams v. Robson, 6 Ohio St. 511; Lessee of Newell v. Anderson, 7 Ohio St. 12; Ludlow v. O'Neill, 29 Ohio St. 181.

Foreign acknowledgments valid in Ohio. All instruments for the conveyance or incumbrance of real property within Ohio, executed and acknowledged, or proved, in any other State, Territory or country in conformity with the laws of such State, Territory or country, or in conformity with the laws of this State, are valid in this State.⁴⁶

Certificate must be on same sheet with the instrument.

The officer must certify the acknowledgment on the same sheet on which the instrument is written or printed and subscribe his name thereto.⁴⁷ A certificate of acknowledgment on a separate strip of paper attached to the instrument by a wafer is not sufficient.⁴⁸ But where the instrument covers several sheets of paper, the last sheet containing the testatum clause, signatures and acknowledgment, the acknowledgment is valid; the foregoing requirement being intended as a guard against fraud in removing the certificate from one instrument and attaching it to others.⁴⁹ Where the certificate of acknowledgment was originally written on a separate sheet, but the defective conveyance is corrected by the judgment of a court, or by the voluntary act of the parties, the correction relates back so as to take effect from the time of filing the original conveyance for record.⁵⁰

What defects in certificate are fatal.

(a) **Name of Grantor Omitted.** The certificate of acknowledgment must contain the name of the grantor or person making the acknowledgment. If the name is left blank the acknowledgment is invalid.⁵¹

(b) **Character of Officer Omitted.** The certificate must likewise contain the official character of the person taking the acknowledgment, and its omission is a fatal defect.⁵² But it is sufficient if the official character is stated in the body of the certificate: it need not be added to the signature of the officer.⁵³ The certificate of an officer of a foreign State, which recites his official character, need not state that he was authorized to take the acknowledgment as this is a conclusion of law.⁵⁴

(c) **Officer's Signature Omitted.** The officer is expressly required by statute to subscribe his name to the certificate of acknowledgment. If he fail so to do, the defect is fatal.⁵⁵

Harmless defects in certificate.

(a) **Omission of Venue.** Where the officer taking the acknowledgment described himself as "a justice of the peace within and for *said county*," no county being named in the certificate or caption, but the county of the par-

⁴⁶ Rev. Stats. § 4111. See Brannon, assignee, v. Brannon, 2 Disney: 224, s. c., 3 Gaz. 257.

⁴⁷ Rev. Stats. § 4106.

⁴⁸ Winkler v. Higgins, 9 Ohio St. 599; Poor v. Scanlan, 7 B. 15.

⁴⁹ Norman v. Shepherd, 38 Ohio St. 320.

⁵⁰ Rev. Stats. § 4149.

⁵¹ Smith's Lessee v. Hunt, 13 Ohio 260.

⁵² Lessee of Johnston v. Haines, 2 Ohio 55.

⁵³ Brown v. Farran, 3 Ohio 140 (152).

⁵⁴ Lessee of Livingston v. McDonald, 9 Ohio 168.

⁵⁵ Rev. Stats. § 4106; Hout v. Hout, 20 Ohio St. 119; Hume v. Dixon, 37 Ohio St. 66.

ties being mentioned in the body of the mortgage, the acknowledgment was upheld.⁵⁶

(b) **Omission of Seal.** The only authentication of the certificate of acknowledgment required by statute is that the officer "shall subscribe his name" to the same. A certificate of a notary public or other officer having an official seal is valid, although his seal is not affixed to it.⁵⁷

(c) **Seal in Wrong Place.** Even at a time when a seal was required by statute, it was held that the seal need not be placed immediately after the signature of the officer; but might be placed above his signature, or over the body of the certificate.⁵⁸

Certificate of acknowledgment, conclusiveness of. A certificate of acknowledgment in due form made by a competent officer is, in the absence of fraud, conclusive evidence of the facts stated therein.⁵⁹ Where

a certificate of acknowledgment is claimed to be false and fraudulent, the burden is upon the party alleging it to establish the fact by clear and convincing proof; a mere preponderance of the evidence is not sufficient to support a finding contrary to the certificate.⁶⁰ Where a wife acknowledged an instrument before an officer, the failure of her husband to disclose its character to her, the grantee not being present and having no knowledge of any imposition, does not constitute such fraud as to enable her to impeach the certificate of acknowledgment.⁶¹

Defective acknowledgment, effect of. If any of the substantial requirements of the statute are disregarded, or if the certificate is fatally defective in any of the particulars mentioned above, or if the officer taking the acknowledgment is disqualified, the instrument (1) is not entitled to record, nor valid, though admitted to record, as constructive notice to subsequent purchasers or creditors;⁶² and (2) if the instrument is a conveyance or lease, it does not pass the *legal title* to the property.⁶³ But if the grantee has paid a valuable consideration for the property, his interest will be protected in equity.⁶⁴

Execution of conveyances in Ohio, requirements as to witnesses, etc. Deeds, mortgages and leases of real property must be signed in the presence of *two witnesses*, who must attest the signing and subscribe their names to the same.⁶⁵ The officer taking the acknowledgment may

⁵⁶ Beckel v. Petticrew; 6 Ohio St. 247.

⁵⁷ Fund Commissioners v. Glass, 17 Ohio 542. See also Paine v. French, 4 Ohio 318; Ashley v. Wright, 19 Ohio St. 291.

⁵⁸ Lessee of Barton v. Heirs of Morris, 15 Ohio 408 (425).

⁵⁹ Baldwin v. Snowden, 11 Ohio St. 203; Lemmon, assignee, v. Hutchins, 1 C. C. 388.

⁶⁰ Ford v. Osborne, 45 Ohio St. 1; Williamson v. Carskadden, 36 Ohio St.

664 (666). See Feagles v. Tanner, 20 C. C. 86, for evidence held sufficient.

⁶¹ Baldwin v. Snowden, 11 Ohio St. 203.

⁶² Amick v. Woodworth, 58 Ohio St. 86.

⁶³ Hout v. Hout, 20 Ohio St. 119; Hume v. Dixon, 37 Ohio St. 66; Richardson v. Bates, 8 Ohio St. 257; Smith's Lessee v. Hunt, 13 Ohio 261.

⁶⁴ Hume v. Dixon, 37 Ohio St. 66; Hout v. Hout, 20 Ohio St. 119.

⁶⁵ Rev. Stats. § 4106.

also sign as an attesting witness.⁶⁶ The signature of the officer to his certificate of acknowledgment does not serve the double purpose; he must sign as a witness also.⁶⁷

Seal. Private seals are abolished by statute, and give no force or effect whatever to any instrument.⁶⁸

Authentication of officers' authority. No certificate of authentication is provided for, or required.

⁶⁶ Baird v. Evans, 58 Ga. 350; Trenworth v. Smallwood, 111 N. Car. 132. See Read v. Loan Co., 68 Ohio St. 280; White v. Denman, 1 Ohio St. 111.

⁶⁷ White v. Denman, 1 Ohio St. 111.
⁶⁸ Rev. Stat. § 4.

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OHIO.

No. 1.

GENERAL FORM.

State of Ohio, }
 — County. } ss.

Before me, a — in and for said county, personally appeared the above named —, who acknowledged that he (she, or they) did sign the foregoing instrument and that the same is his (her, or their) free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at —, this — day of —, 19—.

No. 2.

ACKNOWLEDGMENT BY ATTORNEY IN FACT.

State of Ohio, }
 — County. } ss.

Before me, a — in and for said county, personally appeared —, who acknowledged that he did sign the foregoing instrument for and in behalf of — and that the same is the free act and deed of said —.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at —, this — day of —, 19—.

NOTE.

An attorney in fact who is properly authorized to execute an instrument, has implied authority to acknowledge the same:¹ but the certificate should show that the acknowledgment is the act of the principal.²

¹ Robinson v. Mauldin, 11 Ala. 977; 80; Bigelow v. Livingston, 28 Minn. 57; Lowenstein v. Flaurand, 11 Hun (N. Y.) 399. (60); Munger v. Baldrige, 41 Kans. 236 (246); 13 Am. St. Rep. 273.

² Peters v. Condron, 2 Serg. & R. (Pa.)

No. 3.

ACKNOWLEDGMENT BY CORPORATION.

State of Ohio, }
 — County. } ss.

Before me, a — in and for said county, personally appeared —, president (or other officer) of The — Company, the cor-

any - Gary

poration which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that he did sign and seal said instrument as president (*or other officer*) in behalf of said corporation and by authority of its board of directors; and that said instrument is the free act and deed of said The — Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at —, this — day of —, 19—.

—
—

NOTE.

The officer of a corporation having authority to execute an instrument is the proper person to acknowledge the same.¹

¹ Sheehan v. Davis, 17 Ohio St. 571.

No. 4.

ACKNOWLEDGMENT BY ADMINISTRATOR, EXECUTOR OR TRUSTEE.

State of Ohio, }
— County. } ss.

Before me, a — in and for said county, personally appeared the above named —, executor of the last will and testament of —, deceased (or administrator of the estate of —, deceased), (or trustee of —), who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such executor (or administrator, or trustee).

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at —, this — day of —, 19—.

—
—

No. 5.

ACKNOWLEDGMENT BY SHERIFF, RECEIVER, MASTER COMMISSIONER OR SPECIAL MASTER.

State of Ohio, }
— County. } ss.

Before me, a — in and for said county, personally appeared the above named —, sheriff of the County of —, and State of Ohio (or receiver in the above entitled cause; or master com-

missioner, etc.), who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such sheriff (or receiver or master commissioner).

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at —, this — day of —, 19—.

—
—

No. 6.

ACKNOWLEDGMENT BY TOWNSHIP TRUSTEES.

State of Ohio, }
— County. } ss.

Before me, a — in and for said county, personally appeared the above named —, —, and —, trustees of — Township, — County, Ohio, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed as such township trustees.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at —, this — day of —, 19—.

—
—

No. 7.

ACKNOWLEDGMENT WITH INTERLINEATIONS OR ERASURES NOTED.

State of Ohio, }
— County. } ss.

Before me, a — in and for said county, personally appeared the above named —, who acknowledged that —he— did sign the foregoing instrument and that the same is —h— free act and deed.

The words “— — —” interlined on the eighth line of the first page; the erasure appearing between the words “—” and “—” on the twelfth line of the first page; and the cancellation of the word “—” on the second line of the second page, were made before acknowledgment.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at —, this — day of —, 19—.

—
—

ALABAMA.

(1) **Officers authorized to take.**

Within the State acknowledgments may be made before judges of the supreme and circuit court, and the clerks thereof, chancellors, registers in chancery, judges of the courts of probate, justices of the peace and notaries public.¹

Elsewhere in the United States acknowledgments may be made before judges and clerks of any federal court, judges and clerks of any court of record of any State, notaries public, or commissioners appointed by the governor of this State.

Without the United States acknowledgments may be made before the judge of any court of record, mayor or chief magistrate of any city, town, borough or county; a notary public, or a diplomatic, consular or commercial agent of the United States.²

(2) **Authentication of officer's authority.**

No certificate of authentication of the officer's authority is required. The signature and official seal of the officer are sufficient.³

(3) **Witnesses.**

None required if the instrument is acknowledged. If not acknowledged, two witnesses are required where the grantor cannot write, or is a married woman. One witness is sufficient in other cases.⁴

(4) **Seal** is not required.⁵(5) **Married women and dower.**

A husband must join in conveyances by his wife, which must be acknowledged or attested by two witnesses.⁶

A married woman, if eighteen years of age or over, may release dower by joining in conveyance.⁷

To convey a homestead, the joint deed of husband and wife is required, with separate acknowledgment of wife.⁸

¹ Code 1896, § 993.

⁴ Code of 1896, §§ 982, 984, 998.

² Code 1896, § 944, amended Gen. Acts 1900-1901, p. 42.

⁵ Code of 1896, § 983.

³ *Goree v. Wadsworth*, 91 Ala. 416 (418); *Hart v. Ross*, 57 Ala. 518.

⁶ Code of 1896, § 2528.

⁷ Code of 1896, § 1509.

⁸ Code of 1896, § 2034.

No. 8.

GENERAL FORM.

(Form prescribed in Code, 1896, § 996.)

The State of Alabama, }
 ——— County. } ss.

I, ———, a ———, hereby certify that ———, whose name is signed to the foregoing conveyance, and who is known to me (or made known to me), acknowledged before me, on this day, that, being

informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this — day of —, A. D. —.

No. 9.

PROOF BY SUBSCRIBING WITNESS.

(Form prescribed in Code, 1896, § 997.)

The State of Alabama, }
 — County. } ss.

I, —, a —, hereby certify that —, a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being sworn, stated that —, the grantor, voluntarily executed the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantor, and of the other witness, and that such other witness subscribed his name as a witness in his presence.

Given under my hand this — day of —, A. D. —

No. 10.

ACKNOWLEDGMENT OF CONVEYANCE OF HOME-STEAD.

(See Code, 1896, § 2034.)

State of Alabama, }
 — County. } ss.

I, —, judge of — (or other officer as the case may be), hereby certify that on the — day of —, 19—, came before me the within named — known to me (or made known to me) to be the wife of the within named —, who, being by me examined separate and apart from her husband touching her signature to the within —, acknowledged that she signed the same of her own free will and accord, and without fear, constraint, or threats on the part of her husband.

In witness whereof, I hereunto set my hand this — day of —, 19—.

Judge (or other officer as the case may be)

ALASKA.

(1) **Officers authorized to take.**

Within the district acknowledgments may be made before any judge, clerk of the district court, notary public or commissioner within the district.¹

Elsewhere in the United States an instrument may be executed according to the laws of the State, Territory or district where the same is made; and may be acknowledged before any judge of a court of record, justice of the peace, notary public or commissioner appointed for such purpose, or other officer authorized to take acknowledgments by the laws of such State, Territory or district.²

Without the United States an instrument may be executed according to the laws of the country where the same is made, and may be acknowledged before any notary public therein, or minister plenipotentiary, minister extraordinary, minister resident, charge d'affaires, commissioner or consul of the United States appointed to reside therein, which acknowledgment shall be certified thereon by the officer taking the same, under his hand; and if taken before a notary public his seal of office shall be affixed to such certificate.³

(2) **Authentication of officer's authority.**

Acknowledgments taken within the United States without the District of Alaska before a commissioner appointed for the purpose, or a notary public certified under his seal, or a clerk of a court of record under the seal of the court, require no certificate of authentication. But when taken before any other officer, there must be annexed a certificate of the clerk or other proper certifying officer of a court of record of the county or district in which the acknowledgment is taken, under the seal of his office, that the person whose name is subscribed to the certificate of acknowledgment was, at the date thereof, such officer as he is therein represented to be, and that he believes the signature of such person to be genuine and that the deed is executed and acknowledged according to the laws of such State, Territory or district.⁴

(3) **Witnesses.** Two are required.⁵(4) **Seal.** None required.⁶(5) **Married women and dower.**

Wife should join in deed of husband to release dower. Separate examination not required.⁷

¹ Carter's Ann. Alaska Codes 1900, page 371, § 82.

² Carter's Ann. Alaska Codes 1900, page 371, § 83.

³ Carter's Ann. Alaska Codes 1900, page 371, § 85.

⁴ Carter's Ann. Alaska Codes 1900, page 371, § 83.

⁵ Carter's Ann. Alaska Codes 1900, pages 370, 371, § 82.

⁶ Carter's Ann. Alaska Codes 1900, page 354, § 1041.

⁷ Bellinger & Cotton's Codes & Stats. of Oregon (1902), §§ 5527, 5346-5348.

No. 11.

GENERAL FORM.

State (or Territory) of —, }
 County of —. } ss.

Before the undersigned, — (name and title of officer) on this — day of —, A. D., —, personally appeared the within (or above) named *A. B.* and *C. B.*, his wife, to me known to be the individuals described in and who executed the within (or above) conveyance (or power of attorney as the case may be) and severally acknowledged that they executed the same as their free act and deed.

Given under my hand (and seal of office) this — day of —, A. D., —.

(Signature and title of officer.)

No. 12.

BY ATTORNEY IN FACT

State (or Territory) of —, }
 County of —. } ss.

Before me the undersigned, — (name and title of officer) on this — day of —, A. D., —, personally appeared the within (or above) named — (name of principal in the conveyance) by his attorney in fact, the within (or above) named *C. D.* to me known to be the individual described in and who executed the within (or above) conveyance for and on behalf of the said (name of the principal), and acknowledged that he executed the same.

Given under my hand (and seal of office) this — day of —, A. D., —.

(Signature and title of officer.)

ARIZONA.**(1) Officers authorized to take.**

Within the territory acknowledgments may be made before a clerk of a court having a seal, a notary public, a county recorder, a justice of the peace.¹

Elsewhere in the United States acknowledgments may be made be-

¹ Rev. Stats. 1901, § 740.

fore a clerk of some court of record having a seal, a commissioner of deeds duly appointed under the laws of Arizona, a notary public.²

Without the United States acknowledgments may be made before a minister, commissioner, or charge d'affaires of the United States, resident and accredited in the country where the acknowledgment is made; a consul general, consul, vice consul, commercial agent, vice commercial agent, deputy consul or consular agent of the United States, resident in the country where the acknowledgment is made; or a notary public.³

(2) **Authentication of officer's authority.**

No certificate of authentication of the officer's authority is required by statute. The signature and official seal of the officer with a statement of the time of the expiration of his commission seem to be sufficient.⁴

(3) **Witnesses.** None necessary.⁵

(4) **Seal.** Required only in the case of corporations.⁶

(5) **Married women.**

Property acquired by either husband or wife during marriage, except that acquired by gift, devise or descent, is the common property of husband and wife, and all deeds and mortgages must be executed by both.⁷

Separate property may be conveyed without husband or wife joining,⁸ excepting a homestead, which must be executed by both with separate acknowledgment of the wife.⁹

² Rev. Stats. 1901, § 741.

³ Rev. Stats. 1901, § 742.

⁴ Rev. Stats. 1901, §§ 743, 745, 746.

⁵ Rev. Stats. 1901, § 743.

⁶ Rev. Stats. 1901, §§ 4054, 765.

⁷ Rev. Stats. 1901, § 3104.

⁸ Rev. Stats. 1901, § 730.

⁹ Rev. Stats. 1901, § 731.

No. 13.

GENERAL FORM.

(Form prescribed in Rev. Stats. 1901, § 746.)

Territory of —, County of —.

Before me — (here insert the name and character of the officer) on this day personally appeared —, known to me (or proved to me on the oath of —) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this — day of —, A. D., —.

[SEAL]

My commission expires — day of —, A. D., —

No. 14.**CONVEYANCE OF HOMESTEAD.**

(Form prescribed in Rev. Stats. 1901, §§ 731-746.)

Territory of —, County of —.

Before me — (here insert the name and character of the officer) on this day personally appeared — and —, his wife, known to me (or proved to me on the oath of —) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed. And the said —, on an examination separate, apart from, and without the hearing of her husband, after first by me having been made acquainted with the contents of said instrument, acknowledged to me that she executed the same freely and voluntarily, and without fear, compulsion or undue influence of her husband, and that she does not wish to retract the execution of the same.

Given under my hand and seal of office this — day of —,
A. D., —. [SEAL]

My commission expires — day of —, A. D.

No. 15.**ACKNOWLEDGMENT BY CORPORATION .**

(Form prescribed in Rev. Stats., 1901, § 739.)

Territory of —, County of —.

Before me — (here insert the name and character of the officer) on this day personally appeared —, president (or other officer), and —, secretary (or other officer), of the — company, known to me (or proved to me on the oath of —) to be the persons whose names are subscribed to the foregoing instrument and known to me (or proved to me on the oath of —) to be such president (or other officer) and secretary (or other officer), and severally acknowledged to me that they voluntarily executed the same as the free act and deed of said the — company for the purpose and consideration therein expressed.

Given under my hand and seal of office this — day of —,
A. D., —. [SEAL]

My commission expires — day of —, A. D., —

ARKANSAS.

(1) Officers authorized to take.

Within the State acknowledgments may be made before the supreme and circuit courts or the judges thereof; the clerk of any court of record; a justice of the peace or notary public.

Elsewhere in the United States acknowledgments may be made before courts of the United States, or of any State or Territory, having a seal; or a clerk thereof, a mayor or chief officer of a city or town having a seal; a notary public, or commissioner appointed by the Governor of Arizona.

Without the United States acknowledgments may be made before any court having a seal; any mayor or chief officer of a city or town having a seal, and any officer of a foreign country authorized to take probate of the conveyance of real estate in his own country, if he has an official seal.¹

(2) Authentication of officer's authority.

No certificate of authentication of the officer's authority is required.²

The certificate of acknowledgment must be under the official seal of the officer, if he have an official seal; if not, then under his official signature.³

(3) Witnesses. Two witnesses are required.⁴

(4) Seal. Is not required.⁵

(5) Married women and dower.

A married woman may convey separate property as if she were a femme sole.⁶

Dower may be released by joining in conveyance. Separate acknowledgment is required.⁷

To convey homestead, wife must join in deed; separate acknowledgment required.⁸

¹ Digest of Stats. (1904), § 743.

⁵ Const. of Ark. (schedule § 1).

² Ferguson v. Peden, 33 Ark. 150 (1853).

⁶ Const. Art. 9, § 7; Dig. of Stat. (1904), § 740.

³ Digest of Stats. (1904), §§ 744, 746.

⁷ Dig. of Stat. (1904), §§ 741, 751.

⁴ Digest of Stats. (1904), § 742.

⁸ Dig. of Stat. (1904), §§ 751, 3901.

No. 16.

GENERAL FORM.

(Digest of Stats., 1904, page 1672.)

State of Arkansas }
County of ———. } ss.

On this — day of —, 19—, before me, —, a justice of the peace within and for the county of —, in the State of Arkansas, appeared in person —, to me personally well known

as the person whose name appears upon the within and foregoing deed of conveyance as the party grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

In testimony whereof, I have hereunto set my hand as such justice of the peace, in the county of —, on the — day of —, 19—.

NOTE.

If the grantor is unknown to the justice, instead of the words "to me personally well known as the person" say "who, being unknown to me, was proven to my satisfaction to be the identical —, whose name appears upon the within and foregoing deed as the party grantor, by the oath of — and —, witnesses sworn and examined by me as to such identity."¹

¹ See Dig. of Stats. 1904, p. 1673.

No. 17.

BY HUSBAND AND WIFE, CONVEYANCE OF HOME-STEAD.

(Dig. of Stats. 1904, page 1673.)

State of Arkansas, }
County of —. } ss.

Be it remembered that on this day came before me, —, a —, within and for the county and State aforesaid, duly commissioned and acting,—, to me well known (or who being unknown to me was proven to my satisfaction, etc.), as the grantor in the foregoing deed, and stated that he had executed the same for the considerations and purposes therein mentioned and set forth.

And on the same day also voluntarily appeared before me the said —, wife of said —, to me well known (or who being unknown to me was proven, etc.) as the party signing the foregoing conveyance, and in the absence of her said husband declared that she had, of her own free will, executed said deed and signed and sealed the relinquishment of dower and homestead in said deed for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her husband.

Witness my hand as such this — day of —.

—
—

No. 18.BY UNMARRIED MAN OR WOMAN, OR MARRIED
WOMAN.

(Dig. of Stats. 1904, page 1672.)

State of Arkansas, }
County of ———. } ss.

Before me —, a justice of the peace within and for said county and State, personally appeared on this — day of —, —, to me well known (or who being unknown to me, etc.), as the party grantor in the foregoing deed, and acknowledged that she (or he) executed the same for the consideration and purposes therein mentioned and set forth. And I do so certify.

Given under my hand this — day of —, 19—.

—
—

No. 19.

PROOF BY SUBSCRIBING WITNESS.

(Digest of Stats., 1904, page 1672.)

State of Arkansas, }
County of ———. } ss.

Be it remembered, that on this — day of —, —, before me, —, a justice of the peace in and for the county aforesaid, personally appeared —, one of the subscribing witnesses to the foregoing deed, to me personally well known, who, being by me first duly sworn, on his oath stated that he saw —, grantor in said deed, subscribe said deed on the day of its date (or that the said —, grantor in said deed, acknowledged in his presence, on the — day of —, that he had subscribed and executed said deed), for the uses, purposes and consideration therein expressed, and that he and —, the other subscribing witness, subscribed the same as attesting witnesses at the request of said grantor.

In testimony whereof, I have hereunto set my hand as such justice of the peace, at the county aforesaid, this — day of —, —.

—
—

No. 20.

PROOF OF HANDWRITING OF GRANTOR AND SUBSCRIBING WITNESS.

(Digest of Stats., 1904, page 1672.)

State of Arkansas, }
 County of ———. } ss.

Be it remembered, that on this ——— day of ———, before me ———, a justice of the peace in and for the county aforesaid, came ——— and ——— and upon their oaths stated that the signatures of ———, the grantor in the within and foregoing deed, and of, ———, a witness thereto, are genuine, and are in the handwriting of the said ——— and ——— respectively.

In testimony whereof, I have hereunto set my hand as such justice of the peace, at the county aforesaid, this ——— day of ———, ———.

No. 21.

BY HUSBAND AND WIFE — DEED OF LAND OF WIFE.

State of Arkansas, }
 County of ———. } ss.

On this ——— day of ———, before me ———, a ———, appeared in person ——— and ———, his wife, to me personally well known (or who being unknown to me were proven, etc.), as the persons whose names appear on the within and foregoing deed of conveyance as the parties grantor; and the said (name of husband) stated that he had executed the same for the consideration and purposes therein mentioned and set forth; and also voluntarily appeared before me the said ——— (name of wife) in the absence of her said husband and declared that she had of her own free will executed the same for the consideration and purposes therein mentioned and set forth, without compulsion or undue influence of her said husband.

In testimony whereof, I have hereunto set my hand as such ———, in the county of ———, on the ——— day of ———.

No. 22.

BY CORPORATION.

State of Arkansas, }
 County of ———. } ss.

On this ——— day of ———, before me ———, a ———, appeared in person ———, to me well known (or who being unknown to me was proven to my satisfaction, etc.) to be the president of the ——— (name of corporation) and ———, to me well known (or who being unknown to me was proven, etc.) to be the secretary of said corporation, and acknowledged that they had, in their said official capacities executed the foregoing deed as the act and deed of said company, for the consideration and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand as such ———, in the county of ———, on the ——— day of ———.

CALIFORNIA.

(1) Officers authorized to take.

Within the State. At any place within the State the proof or acknowledgment of instruments may be made before a justice or clerk of the supreme court, or a judge of a supreme court;¹ within the city, county or township for which the officer was elected or appointed, the proof or acknowledgment may be made before (1) a clerk of a court of record; (2) a county recorder; (3) a county commissioner; (4) a notary public; (5) a justice of the peace.²

Elsewhere in the United States acknowledgments may be made before a justice, judge or clerk of a court of record of the United States, or of any State, or a notary public, a commissioner appointed by the governor for that purpose, or any other officer of the State where the acknowledgment is made, authorized by its laws to take such proof or acknowledgment.

Without the United States acknowledgments may be made before (1) a minister, commissioner, or charge d'affaires of the United States, resident and accredited in the country where the proof or acknowledgment is made, (2) a consul, vice consul, or consular agent of the United States, resident in the country where the proof or acknowledgment is made, (3) a judge of a court of record of the country where the proof or acknowledgment is made, (4) a commissioner appointed by the governor for the purpose, or (5) a notary public.³

¹ Civil Code (1906), § 1180.

² Civil Code (1906), § 1181.

³ Civil Code (1906), § 1183.

A legally appointed deputy of any officer authorized to take acknowledgments may take acknowledgments in the name of his principal.⁴

(2) **Authentication of officer's authority.**

When an acknowledgment is taken without the State in accordance with the laws of the place where the acknowledgment is made, "the certificate of the clerk of a court of record of the county or district, where such acknowledgment is taken, that the officer certifying to the same is authorized by law so to do, and that the signature of the said officer to such certificate is his true and genuine signature, and that such acknowledgment is taken in accordance with the laws of the place where the same is made, shall be prima facie evidence of the facts stated in the certificate of said clerk."⁵

Where no certificate is required the officer should add the title of his office after his signature.

(3) **Witnesses.**

None required if instrument is acknowledged, otherwise one.⁶

(4) **Seal.**

Is not required except in the case of corporations;⁷ but officers having official seals must affix them.⁸

(5) **Married women** must join to release homestead; but not otherwise as dower and curtesy are abolished.⁹

⁴ Civil Code (1906), § 1184.

⁷ Civil Code (1906), §§ 1629, 1628.

⁵ Civil Code (1906), § 1189.

⁸ Civil Code (1906), § 1193.

⁶ Civil Code (1906), §§ 1195, 1198.

⁹ Civil Code (1906), §§ 1242, 173.

No. 23.

GENERAL FORM.

(Form prescribed in Civil Code, 1906, § 1189.)

State of California, }
County of ———. } ss.

On this ——— day of ———, in the year ———, before me (here insert name and quality of the officer) personally appeared ———, known to me (or proved to me on the oath of ———) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he (she or they) executed the same.

No. 24.

ACKNOWLEDGMENT BY CORPORATION.

(Form prescribed in Civil Code, 1906, § 1190.)

State of California, }
County of ———. } ss.

On this ——— day of ———, in the year ———, before me (here insert the name and quality of the officer), personally appeared

—, known to me (or proved to me on the oath of —) to be the person (or officer) who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

No. 25.

ACKNOWLEDGMENT BY ATTORNEY IN FACT.

(Form prescribed in Civil Code, 1906, § 1192.)

State of California, }
County of —. } ss.

On this — day of —, in the year —, before me (here insert the name and quality of the officer), personally appeared —, known to me (or proved to me on the oath of —) to be the person whose name is subscribed to the within instrument as the attorney in fact of —, and acknowledged to me that he subscribed the name of — thereto as principal, and his own name as attorney in fact.

COLORADO.

(1) Officers authorized to take.

Within the State acknowledgments may be made before any judge, clerk or deputy clerk of a court of record, the clerk and recorder of a county, or his deputy, a notary public, a clerk of the United States circuit or district court for the district of Colorado, each of whom must certify the acknowledgment under his official seal; a justice of the peace within his county, or a county judge.¹

Elsewhere in the United States acknowledgments may be made before the secretary of any State or territory, the clerk of a court of record of any State, Territory, or of the United States, having a seal, a notary public, a commissioner of deeds appointed under the laws of the State of Colorado, each of whom must certify the acknowledgment under his official seal, any officer of another State or Territory authorized to take acknowledgments by the laws of such State or Territory, whose official character, authority, and signature must be certified under seal by the clerk of a court of record of the county, city or district where he resides.

Without the United States acknowledgments may be made before any court of record having a seal, the mayor or chief officer of a city or town, having a seal, or any consul of the United States; each of whom must certify the acknowledgment under his seal.²

¹ Stats. 1891, § 439; 3 Statutes; Supp. 1896, § 1095.

² 1 Statutes 1891, 439.

(2) **Authentication of officer's authority.**

In addition to his seal a notary public must state the date of the expiration of his commission.

(3) **Witnesses.**

None required if the instrument is acknowledged; if not acknowledged, one witness.³

(4) **Seal.** Is not required.⁴

(5) **Married women and dower.**

Dower and curtesy are abolished;⁵ but a wife must join in a mortgage of the homestead, with separate acknowledgment.⁶

The person executing an instrument must be personally known to the officer, or must prove his identity by one credible witness known to the officer. But it is not necessary to state such evidence in the certificate.⁷

³ Gen. Stats. 1883, § 213.

⁶ Statutes 1891, § 2137.

⁴ Statutes 1891, § 441.

⁷ Statutes 1891, § 443.

⁵ Statutes 1891, §§ 1524, 3019.

No. 26.

GENERAL FORM.

(Form prescribed in 1 Stats. 1891, § 443.)

State of Colorado, }
County of ———. } ss.

— appeared before me, this — day of —, in person, and acknowledged the foregoing instrument to be his act and deed for the uses specified therein.

Witness my hand and official seal

—
—

My commission expires —.

CONNECTICUT.

(1) **Officers authorized to take.**

Within the State acknowledgments may be made before a judge of a court of record of the State or United States, a clerk of the superior, common pleas or district court, justice of the peace, commissioner of the school fund, commissioner of the superior court, notary public (either with or without his official seal), town clerk or assistant town clerk, a commissioner of the superior court.

Elsewhere in the United States acknowledgments may be made before a commissioner appointed by the governor of this State and residing therein, or any officer authorized to take acknowledgments in the State or Territory where the same is made.

Without the United States acknowledgments may be made before

any ambassador, minister, charge d'affaires, consul, vice-consul, deputy consul, consul-general, vice-consul-general, deputy consular general, consular agent, vice consular agent, commercial agent, or vice-commercial agent of the United States, representing or acting as agent of the United States in such foreign country, or before any notary public, or justice of the peace in such foreign country; but no officer shall have power to take such acknowledgment except within the territorial limits in which he may perform the proper duties of his office.¹

(2) **Authentication of officer's authority.**

No certificate of authentication is required, except to acknowledgments before justices of the peace, and before notaries not having a seal.

(3) **Witnesses.** Two are required.²

(4) **Seal.** Is required.³

(5) **Married women and dower.**

If marriage occurred prior to April 20, 1877, wife must join to release dower; but as to marriages since said time, there is no dower or curtesy.⁴

To release homestead, husband or wife of its owner must join.⁵

¹ Gen. Stats. 1902, §§ 4029, 461, as amended Laws, 1905, p. 290.

³ Gen. Stats. 1902, § 4029.

⁴ Gen. Stats. 1902, §§ 4545, 391.

² Gen. Stats. 1902, § 4029.

⁵ Gen. Stats. 1902, § 4065.

No. 27.

GENERAL FORM.

(Sanford v. Bulkley, 30 Conn. 344, 348.)

State of Connecticut, }
 — County. } ss.

—, A. D., 19—,

Personally appeared before me, —, the signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed.

Before me.

Witness my hand and seal of office.

 Notary Public

No. 28.

BY CORPORATION.

State of Connecticut, }
 — County. } ss.

—, A. D., 19—

Personally appeared before me —, president and agent of the

(name of corporation), signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said (name of corporation).

Before me.

Witness my hand and seal of office.

—
—

DELAWARE.

(1) Officers authorized to take.

Within the State acknowledgments may be made in the Superior Court, or before the chancellor or any judge, or notary public, or before two justices of the peace for the same county.¹

Without the State acknowledgments or proofs may be made before any consul general, consul, vice consul, consular agent, or commercial agent of the United States duly appointed in any foreign country at the places of their respective official residence; before the judge of any district or circuit court of the United States, or the chancellor or any judge of a court of record of any State, Territory or country; or the mayor or chief officer of any city or borough, certified under the hand of such chancellor, judge, mayor or officer, and the seal of his office, court, city or borough; a commissioner appointed by the governor; acknowledgments may also be taken in open court, certified under the hand of the clerk and seal of the court. Acknowledgments may also be made before a notary public of any State or Territory, or of the District of Columbia.²

(2) Authentication of officer's authority.

No certificate of authentication is required, the official seal of the officer or court being sufficient.³

(3) Witnesses.

None necessary if instrument is acknowledged; otherwise one or more.⁴

(4) Seal. A scroll is sufficient.⁵

(5) Married women and dower.

Wife must join to release dower; separate examination required. Husband must join in wife's deed to bar curtesy.⁶

¹ Rev. Code (as amended 1893) ch. 83, § 3.

² Rev. Code (as amended 1893), ch. 83, § 10; Vol. 17 Delaware Laws, ch. 212.

³ Rev. Code (as amended 1893), ch. 83, § 10.

⁴ Rev. Code (as amended 1893), ch. 83, § 3.

⁵ *Armstrong v. Pearce*, 5 Harr. 351.

⁶ Rev. Code (as amended 1893), § 4; Laws 1903, ch. 443, § 2.

No. 29.**BY HUSBAND AND WIFE.**

(Prescribed in Rev. Code 1893, ch. 36, § 8.)

State of Delaware, }
 ——— County. } ss.

Be it remembered, that on this ——— day of ———, A. D., ———, personally came before me, ———, notary public (or commissioner of deeds) for the State of Delaware, ——— and ———, his wife, parties to this indenture, known to me personally (or proved upon the oath of ———) to be such, and severally acknowledged this indenture to be their deed; and the said ———, being at the same time privately examined by me, apart from her husband, acknowledged that she executed the said indenture willingly, without compulsion, or threats, or fear of her husband's displeasure.

Given under my hand and seal of office the day and year aforesaid.

No. 30.**BY CORPORATION.**

State of Delaware, }
 County of ———. } ss.

Be it remembered, that on this ——— day of ———, A. D., ———, personally came before me (name and title of officer) ———, president of the (name of corporation) a corporation of the State of ———, party to the foregoing indenture, known to me personally (or proved on the oath of ———) to be such, and acknowledged said indenture to be his act and deed and the act and deed of said corporation; that the signature of the said president is his own proper handwriting; that the seal affixed is the common or corporate seal of the said corporation; and that his act of signing, sealing, executing, acknowledging and delivering said indenture was duly authorized by resolution of the directors (or trustees) of said corporation.

Given under my hand and seal of office the day and year aforesaid.

No. 31.**BEFORE TWO JUSTICES OF THE PEACE.**

(The two justices must be together when taking or certifying the acknowledgments.)

(Form prescribed in Rev. Code, 1893, ch. 83, § 9.)

The State of Delaware }
 ——— County. } ss.

Be it remembered, that on the ——— day of ———, in the year of our Lord One thousand nine hundred and ———, personally came before the subscribers, two of the justices of the peace for ——— county aforesaid, ——— and ———, his wife, parties to this indenture, known to us personally (or proved on the oath of) to be such, and severally acknowledged said indenture to be their act and deed respectively, and that the said ——— being at the same time privately examined by us, apart from her husband, acknowledged that she executed the said indenture willingly, without compulsion, or threats, or fear of her husband's displeasure.

Witness our hands the day and year aforesaid.

(The word "instrument" may be substituted for the word "indenture" if the instrument is not an indenture. If the instrument is not under seal, the words "and deed" must be omitted.¹)

¹ Rev. Code (1893), ch. 83, § 9.

DISTRICT OF COLUMBIA.**(1) Officers authorized to take.**

Within the District of Columbia acknowledgments may be made before any judge of any of the courts of said District, the clerk of the Supreme Court of the District, or any justice of the peace or notary public, or the recorder of deeds of said District.¹

Elsewhere in the United States acknowledgments may be made before any judge of a court of record and of law, or any chancellor of a State, any judge or justice of the Supreme, Circuit or Territorial courts of the United States, any justice of the peace or notary public.²

Without the United States acknowledgments may be made before any judge or notary public, or before any secretary of legation or consular officer, or acting consular officer of the United States; as such consular officer is described in § 1674 Rev. Stats. of the United States.³

(2) Authentication of officer's authority.

A certificate of acknowledgment, made in the United States with-

¹ Code (1902), § 493.

² Code (1902), § 495.

³ Code (1902), § 495.

out the District of Columbia, by any officer of a State or Territory not having a seal, must be "accompanied by the certificate of the register, clerk, or other public officer that the officer taking the acknowledgment was in fact the officer he professed to be."⁴

When an acknowledgment is made in a foreign country before any other officer than a secretary of legation or consular officer of the United States, the official character of the person taking the acknowledgment must be certified in the manner prescribed for officers of a State or Territory not having a seal.⁵

(3) **Witnesses.** One is customary.

(4) **Seal** is required.⁶

(5) **Married women and dower.**

Wife may release dower by joining in deed of husband or by separate deed.⁷

Husband is entitled to an estate by curtesy.⁸

⁴ Code (1902), § 495.

⁵ Code (1902), § 496.

⁶ Code (1902), § 492.

⁷ Code (1902), § 494.

⁸ Code (1902), § 1159.

No. 32.

GENERAL FORM.

(Code (1902) § 493.)

I, —, a justice of the peace (or other officer authorized), in and for the District of Columbia, do hereby certify that —, party to a certain deed bearing date on the — day of —, and hereto annexed, personally appeared before me in said district, the said — being personally well known to me as (or proved by the oath of credible witnesses to be) the person who executed the said deed, and acknowledged the same to be his act and deed.

Given under my hand and seal this — day of —.

— [SEAL]

FLORIDA.

(1) **Officers authorized to take.**

Within the State acknowledgments may be made before any judge, clerk or deputy clerk of any court of record, notary public, a United States commissioner, or justice of the peace. The certificate of acknowledgment must be under the seal of the court or officer.

Elsewhere in the United States acknowledgments may be made before a commissioner of deeds appointed by the governor of Florida, or before a judge or clerk of any court of the United States, or of any State, Territory or district, having a seal; a notary public or jus-

tice of the peace having a seal. The certificate of acknowledgment must be under the official seal of the court or officer.

Without the United States acknowledgments or proofs may be made before a commissioner of deeds appointed by the governor of Florida to reside in a foreign country, or before a notary public having an official seal; any minister, charge d'affaires, consul general, consul, vice consul, commercial agent, or vice commercial agent of the United States appointed to reside in such country. The certificate of acknowledgment must be under the seal of the officer.¹

(2) **Authentication of officer's authority.**

No certificate of authentication is required. The official seal of the officer must be affixed.

Within the State, a notary public must add to his official signature a statement of the time of the expiration of his commission in the following form:

"My commission expires....."²

(3) **Witnesses.** Two are required.³

(4) **Seal.** Is required.⁴

(5) **Married women and dower.**

Wife should join in deed of husband to release dower. Separate examination required. Husband must join in wife's deed.⁵

¹ Rev. Stat. (1892), § 1973 as amended, Laws 1905, p. 81.

³ Rev. Stat. 1892, § 1950.

⁴ Rev. Stat. 1892, § 1950.

² Laws of Florida, 1903, p. 197.

⁵ Rev. Stat. 1892, § 1956, 1959.

No. 33.

GENERAL FORM.

State of Florida, }
 County of ———. } ss.

On this day personally appeared before me (name and title of officer) ——— to me well known as (or to me satisfactorily proven to be) the person described in and who executed the foregoing instrument, and acknowledged that he executed the same for the uses and purposes therein expressed.

In witness whereof, I have hereunto set my hand and official seal at ———, this ——— day of ———.

My commission expires ———.

No. 34.

BY HUSBAND AND WIFE.

State of Florida, }
 County of ———. } ss.

On this day personally appeared before me (name and title of officer) ——— and ———, his wife, to me well known (or to me satisfactorily proven to be) the persons described in and who executed the foregoing instrument and severally acknowledged that they executed the same for the uses and purposes therein expressed. And the said ———, wife of the said ———, on a private examination by me separate and apart from her husband, acknowledged that she did execute the same freely and voluntarily, and without any compulsion, constraint, apprehension, or fear of or from her said husband, for the purpose of renouncing and relinquishing all her right, title, dower and interest, either legal or equitable, in and to the lands in the said instrument described.

In witness whereof, I have hereunto set my hand and official seal at ———, this ——— day of ———.

My commission expires ———.

—
 —

No. 35.

PROOF BY SUBSCRIBING WITNESS.

State of Florida, }
 County of ———. } ss.

On this day personally appeared before me, ———, whose name is affixed as a subscribing witness to the foregoing deed between ——— and ———, who being duly sworn did depose and say, that the said ——— duly signed, sealed and delivered the foregoing deed to the said ——— as his act and deed, in the presence of the said ——— (witness) and also in the presence of ———, the other subscribing witness to said deed, who then, at the request of the said ——— (grantor) duly signed and attested the same in the presence of the deponent and of the said ———, the grantor.

In witness whereof, I have hereunto set my hand and official seal at ———, this ——— day of ———.

My commission expires ———.

GEORGIA.

(1) **Officers authorized to take.**

Within the State acknowledgments may be made before a judge of a court of record, or a justice of the peace, or notary public, or clerk of the superior court; within the county for which they are appointed.¹

Without the State acknowledgments may be made before a commissioner of deeds for the State of Georgia, or a consul or vice consul of the United States (the certificate of these officers under their seal being evidence of the fact), or by a judge of a court of record in the State where executed with a certificate of the clerk under the seal of such court of the genuineness of the signature of such judge, or by a clerk of a court of record under the seal of the court, or by a notary public of the State and county where executed, with a certificate under the seal of the court from the clerk of the court under which the notary holds his appointment, or if appointed by the governor, then with a certificate from the secretary of state certifying that said notary was, at the time of the execution of the deed, regularly commissioned and authorized by law to attest deeds and take acknowledgments thereof.²

(2) **Witnesses.** Two are required.³

(3) **Seal.** A scrawl is sufficient.⁴

(5) **Married women and dower.**

Wife should join in deed of husband.⁵

¹ Code 1895, § 3620.

² Code 1895, § 3621.

³ Code 1895, § 3599.

⁴ Code 1895, § 5.

Code 1895, §§ 3622, 4689.

No. 36.

PROOF BY SUBSCRIBING WITNESS.

State of Georgia, }
County of ———. } ss.

Before me (name and official title of officer) personally came ———, to me known to be the individual whose signature is affixed to the foregoing deed as one of the witnesses thereto, who being sworn says that he was present at the time when said deed was executed; that he saw the same signed, sealed and delivered by ———, whose signature is thereto affixed as grantor; that ———, the other subscribing witness thereto, was likewise present at said time, and witnessed said execution of said deed; and that he, the said ———, and the said ——— then and there signed the same as attesting witnesses.

Sworn to and subscribed before me this ——— day of ———.

No. 37.

DECLARATION BY MARRIED WOMAN.

State of Georgia, }
 County of ———. } ss.

I, ———, the wife of ———, do declare that I have freely and without any compulsion signed, sealed and delivered the above instrument of writing, passed between ——— and ———, and I do hereby renounce all title or claim of dower that I might claim or be entitled to after the death of ———, my said husband, to or out of the lands or tenements therein conveyed.

In witness whereof I have hereunto set my hand and seal.

(The officer must endorse upon the deed the acknowledgment of the married woman, and sign the same.)¹

¹ Code 1895, § 3622.

No. 38.

ACKNOWLEDGMENT.

State of Georgia, }
 County of ———. } ss.

On this ——— day of ———, before me ———, a ———, appeared in person ———, to me personally well known as the person whose name appears upon the within and foregoing deed of conveyance as the party grantor, and stated that he executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

In testimony whereof, I have hereunto set my hand as such ———, in the county of ———, on the ——— day of ———.

If the grantor is unknown to the officer, instead of the words "to me personally well known as the person, etc.," say "who being unknown to me, was proven to my satisfaction to be the identical ———, whose name appears upon the within and foregoing deed as the party grantor, by the oath of ———, and ———, witnesses sworn and examined by me as to such identity."

HAWAIIAN ISLANDS.

(1) **Officers authorized to take.**

Within the territory acknowledgments may be made before the

Register of Conveyances or his agent, or a judge of a court of record, or a notary public.

Without the territory acknowledgments may be made before a minister, a consul, notary public, judge of a court of record, or commissioner of the Hawaiian Islands.¹

(2) **Witnesses.**

None required if instrument is acknowledged; otherwise at least one.²

(3) **Married women and dower.**

Wife may release dower by joining in deed of husband or by separate deed.³

¹ Rev. Laws (1905), § 2361.

³ Civil Laws, 1897, § 1915.

² Rev. Laws (1905), § 2361.

No. 39.

GENERAL FORM.

(Form prescribed in Rev. Laws, 1905, § 2364.)

Hawaiian Islands, }
Island of ———. } ss.

On this ——— day of ———, A. D. ———, personally appeared before me A. B. known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein set forth.

No. 40.

WHERE GRANTOR IS UNKNOWN TO OFFICER.

(Form prescribed in Rev. Laws, 1905, § 2365.)

Hawaiian Islands, }
Island of ———. } ss.

On this ——— day of ———, A. D. ———, personally appeared before me, A. B., satisfactorily proved to me to be the person described in and who executed the within instrument, by the oath of C. D. a creditable witness for that purpose, to me known and by me duly sworn, and he, the said A. B., acknowledged that he executed the same freely and voluntarily for the uses and purposes therein set forth.

IDAHO.

(1) **Officers authorized to take.**

Within the State the proof or acknowledgment of deeds may be made before a justice or clerk of the supreme court at any place

within the State;¹ and within the city, county or district for which the officer was elected or appointed, before (1) a judge or clerk of a court of record, (2) a county recorder, (3) a notary public, or (4) a justice of the peace.²

Elsewhere in the United States and within the jurisdiction of the officer, acknowledgments may be made before either, (1) a justice, judge or clerk of any court of record of the United States, (2) a justice, judge or clerk of any court of record of any State or Territory, (3) a commissioner appointed by the governor of this State for that purpose, (4) a notary public, (5) any other officer of the State or Territory where the acknowledgment is made, authorized by its laws to take such proof or acknowledgment.³

Without the United States acknowledgments may be made before, (1) a minister, commissioner, or charge d'affaires of the United States, resident and accredited in the country where the proof or acknowledgment is made, (2) a consul or vice consul of the United States, resident in the country where the proof or acknowledgment is made, (3) a judge of a court of record of the country where the proof or acknowledgment is made, (4) commissioners appointed for such purposes by the governor of the State pursuant to statute, (5) a notary public.⁴

(2) Authentication of officer's authority.

No certificate of authentication is necessary; the signature followed by the name of the office and seal of the officer being sufficient;⁵ except that an acknowledgment made before a justice of the peace and used in a county other than that in which he resides must be accompanied by a certificate under the hand and seal of the recorder of the county in which the justice resides, setting forth that such justice, at the time of taking such proof or acknowledgment, was authorized to take the same, and that the recorder is acquainted with his handwriting and believes that the signature to the original certificate is genuine.⁶

(3) Witnesses.

Required only when the instrument is not acknowledged; one is sufficient in such case.⁷

(4) Seal. Is required, but scroll or word "seal" is sufficient.⁸

(5) Married women and dower.

There is no dower or curtesy; but all property acquired after marriage is community property. Husband should join in a deed of separate estate of wife; separate acknowledgment required.⁹

Both husband and wife must join to convey homestead.¹⁰

¹ Idaho Codes (1901), § 2419.

² Idaho Codes (1901), § 2420.

³ Idaho Codes (1901), § 2421.

⁴ Idaho Codes (1901), § 2422.

⁵ Idaho Codes (1901), § 2431.

⁶ Idaho Codes (1901), § 2432.

⁷ Idaho Codes (1901), § 2433.

⁸ Idaho Codes (1901), § 4431.

⁹ Idaho Codes (1901), §§ 2053, 2054, 2062.

¹⁰ Idaho Codes (1901), 2415.

No. 41.

GENERAL FORM.

(Form prescribed in Idaho Codes (1901) § 2427.)

State of Idaho, }
 County of —. } ss.

On this — day of —, in the year of —, before me (here insert the name and quality of the officer) personally appeared — known to me (or proved to me on the oath of —) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he (or they) executed the same.

[SEAL]

—
 —

No. 42.

BY CORPORATION.

(Form prescribed in Idaho Codes (1901) § 2428.)

State of Idaho, }
 County of —. } ss.

On this — day of —, in the year —, before me (here insert the name and quality of the officer), personally appeared — known to me (or proved to me on the oath of —) to be the president (or the secretary) of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

[SEAL]

—
 —

No. 43.

BY A MARRIED WOMAN.

(Form prescribed in Idaho Codes (1901) § 2429.)

State of Idaho, }
 County of —. } ss.

On this — day of —, in the year —, before me (here insert the name and quality of the officer) personally appeared — known to me (or proved to me on the oath of —) to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me

that she executed the same and that she does not wish to retract such execution.

[SEAL]

No. 44.

BY ATTORNEY IN FACT.

(Form prescribed in Idaho Codes (1901) § 2430.)

State of Idaho, }
County of ———. } ss.

On this ——— day of ———, in the year ———, before me (here insert the name and quality of the officer) personally appeared ——— known to me (or proved to me on the oath of ———) to be the person whose name is subscribed to the within instrument as the attorney in fact of ———, and who acknowledged to me that he subscribed the name of ——— thereto as principal and his own name as attorney in fact.

ILLINOIS.

(1) **Officers authorized to take.**

Within the State acknowledgments may be made before "a master in chancery, notary public, United States commissioner, county clerk, justice of the peace, or any court of record having a seal, or any judge, justice, clerk or deputy clerk of any such court. When taken before a notary public or United States commissioner, the same shall be attested by his official seal; when taken before a court or the clerk thereof, or a deputy clerk thereof, the same shall be attested by the seal of such court; and when taken before a justice of the peace there shall be added the certificate of the county clerk under his seal of office that the person taking such acknowledgment or proof was a justice of the peace in said county at the time of taking the same. If the justice of the peace reside in the county where the lands mentioned in the instrument are situated, no such certificate shall be required."

Elsewhere in the United States or its dependencies, acknowledgments may be made "before a justice of the peace, notary public, master in chancery, United States commissioner, commissioner to take acknowledgments of deeds, mayor of city, clerk of a county, or before any judge, justice, clerk or deputy clerk of the supreme, circuit or district court of the United States, or before any judge, justice, clerk or deputy clerk, prothonotary, surrogate, or registrar, of the supreme, circuit, superior, district, county, common pleas, probate, orphan's or surrogate's court of any of the States, Territories or dependencies, of the United States. In any dependency of the

United States such acknowledgment or proof may also be taken or made before any commissioned officer in the military service of the United States. When such acknowledgment or proof is made before a notary public, United States commissioner or commissioner of deeds, it shall be certified under his seal of office. If taken before a mayor of a city it shall be certified under the seal of the city; if before a clerk, deputy clerk, prothonotary, registrar, or surrogate, then under the seal of his court; if before a justice of the peace or a master in chancery, there shall be added a certificate of the proper clerk under the seal of his office setting forth that the person before whom such proof or acknowledgment was made was a justice of the peace or master in chancery at the time of taking such acknowledgment or proof. An acknowledgment or proof of execution of any instrument aforesaid may be made in conformity with the laws of the State, Territory, dependency, or district where it is made; provided, that if any clerk of any court of record within such State, territory, dependency or district shall under his hand and the seal of such court, certify that such acknowledgment or proof was made in conformity with the laws of such State, territory, dependency or district, or it shall so appear by the laws of such State, Territory, dependency or district, such instrument or a duly proved or certified copy of the record of such deed, mortgage or other instrument relating to real estate heretofore or hereafter made and recorded in the proper county may be read in evidence as in other cases of such certified copies."

Without the United States acknowledgments may be made "before any court of any republic, dominion, state, kingdom, empire, colony, territory, or dependency having a seal, or before any judge, justice or clerk thereof, or before any mayor or chief officer of any city or town having a seal, or before a notary public, or commissioner of deeds, or any ambassador, minister or secretary of legation or consul of the United States or vice consul, deputy consul, commercial agent or consular agent of the United States in any foreign republic, dominion, state, kingdom, empire, colony, territory, or dependency attested by his official seal, or before any officer authorized by the laws of the place where such acknowledgment or proof is made to take acknowledgments of conveyances of real estate or to administer oaths in proof of the execution of conveyances of real estate. Such acknowledgments to be attested by the official seal, if any, of such court or officer, and in case such acknowledgment or proof is taken or made before a court or officer having no official seal, a certificate shall be added by some ambassador, minister, secretary of legation, consul, vice consul, deputy consul, commercial agent or consular agent of the United States, residing in such republic, dominion, state, kingdom, empire, colony, territory, or dependency under his official seal, showing that such court or officer

was duly elected, appointed, or created and acting at the time such acknowledgment or proof was made."¹

(2) **Witnesses.** None are required if instrument is acknowledged.

(3) **Seal.** Is required.²

(4) **Married women and dower.**

Wife should join in deed of husband to release dower. Separate acknowledgment not required.³ Wife must join also to convey interest in homestead.⁴

¹ Rev. Stats. (Hurd, 1905), pp. 466, 467.

² Rev. Stats (Hurd, 1905), p. 463, § 1.

³ Rev. Stats. (Hurd, 1905), p. 466, §§ 17, 18, 19.

⁴ Rev. Stats. (Hurd, 1905), p. 469, § 27.

No. 45.

GENERAL FORM.

(Rev. Stats. (Hurd, 1905) page 469, § 26.)

State of Illinois, }
County of ———. } ss.

I (here give the name of the officer and his official title) do hereby certify that (name of grantor and if acknowledged by wife, her name and add "his wife") personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that —he— (she or they) signed, sealed and delivered the said instrument as his (her or their) free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and (private or official as the case may be) seal, this (day of the month) day of (month), A. D. (year).

[SEAL]

(Signature of officer.)

No. 46.

BY CORPORATION.

State of Illinois, }
County of ———. } ss.

I (here give the name of officer and his official title) do hereby certify that —, personally known to me to be the president (or other officer) of (name of corporation) and personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said

instrument as the free and voluntary act of said (name of corporation) for the uses and purposes therein set forth, and that he was duly authorized to execute the same, by resolution of the board of directors of said corporation.

Given under my hand and official seal this — day of —, A. D., —.

[SEAL]

(Signature of officer.)

No. 47.

PROOF BY SUBSCRIBING WITNESS.

State of Illinois, }
County of —. } ss.

I (here give name of officer and his official title) do hereby certify that on this — day of —, before me personally appeared —, personally known to me (or proved to me by —, a credible witness, under oath) to be the person whose name appears subscribed to the foregoing deed as a witness of the execution thereof, who on oath testified that — whose name appears subscribed to said deed as grantor, is the real person who executed the same as grantor, and that he (name of witness) subscribed his name as a witness thereto in the presence and at the request of said — (grantor); which is satisfactory proof to me of the due execution of said deed.

In witness whereof, I have hereunto set my hand and seal this — day of —.

—
—

No. 48.

RELEASE OF HOMESTEAD.

(Rev. Stats. (Hurd, 1905) page 469, § 27.)

State of Illinois, }
County of —. } ss.

I (here give the name of officer and his official title) do hereby certify that (name of grantor) and —, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses

and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this — day of —, A. D., —.

[SEAL] _____

INDIAN TERRITORY.

The Recording acts of Arkansas apply to the Indian Territory;¹ and the Arkansas laws and forms may be followed.

Vol. 26, U. S. Stat. at Large, ch. 182, § 31, page 95.

INDIANA.

(1) Officers authorized to take.

Within the United States acknowledgments may be made before any judge or clerk of a court of record, justice of the peace, auditor, recorder, notary public, or mayor of a city in this or any other State, or a commissioner of deeds appointed in any other State by the governor of this State.

In foreign countries, acknowledgments may be made before any minister, charge d'affaires, or consul of the United States,¹ or any officer authorized by the laws of the country in which the acknowledgment is made to take acknowledgments.²

(2) Attestation of officer's authority.

When the acknowledgment is made *within the State* in any county other than the one in which the instrument is required to be recorded and before an officer not having an official seal, the acknowledgment and signature of the officer must be certified by the clerk of the circuit court of the county in which the officer resides, and attested by the seal of the court.³

When the acknowledgment is made *without the State but within the United States* before an officer not having an official seal, the acknowledgment and signature of the officer must be certified by the clerk of any court of record of the county in which the officer resides, and attested by the seal of the court.⁴

Without the United States when the acknowledgment is not attested by the seal of the officer, or is not made in the English language, the instrument must be accompanied by a certificate of an officer of the United States authorized to take acknowledgments, to the effect that it is duly executed according to the laws of such foreign country, that the officer certifying to the acknowledgment or proof had legal authority so to do, and the meaning of his certificate

¹ Burns' Ann. Stats. (1901), § 3352.

² Burns' Ann. Stats. (1901), § 3357.

³ Burns' Ann. Stats. (1901), §§ 3353, 3370.

⁴ Burns' Ann. Stats. (1901), §§ 3354, 3370.

if the same is made in a foreign language, and that the signature of the officer to the certificate is genuine.⁵

(3) **Witnesses.**

None required if instrument is acknowledged; otherwise one.⁶

(4) **Seal.** Is not required.⁷

(5) **Married women and dower.**

Dower and curtesy are abolished. The husband must join in a conveyance of the property of the wife.⁸

Separate acknowledgment not necessary.⁹

⁵ Burns' Ann. Stats. (1901), §§ 3357, 3370.

⁶ Burns' Ann. Stats. (1901), §§ 2639, 3340, 3363.

⁷ Burns' Ann. Stats. (1901), § 3352.

⁸ Burns' Ann. Stats. (1901), 3358.

⁹ Burns' Ann. Stats. (1901), § 3421.

No. 49.

GENERAL FORM.

(Burns Ann. Stats. (1901), § 3367; *Brown v. Corbin*, 121 Ind. 455.)

State of Indiana, }
 ——— County. } ss.

Before me — (a judge, or justice, etc., as the case may be), this — day of —, — (and — his wife) acknowledged the execution of the annexed deed (or mortgage as the case may be).

Witness my hand and seal.

No. 50.

PROOF BY WITNESS.

State of Indiana, }
 County of —. } ss.

Before me —, a —, this — day of —, personally appeared —, a competent witness of legal age, who, being by me first duly sworn, deposed and said; that he attested the execution and delivery of the foregoing deed as a subscribing witness (or that he saw the foregoing deed executed and delivered) and that the grantor — was at said time of full age and of sound mind and memory.

Witness my hand and seal.

IOWA.

(1) Officers authorized to take.

Within the State acknowledgments may be made before some court having a seal, or some judge or clerk thereof, or some county auditor or his deputy, or a justice of the peace within the county, or notary public within the county of his appointment, or in an adjoining county in which he has filed with the clerk of the district court a certified copy of his certificate of appointment.¹

Elsewhere in the United States acknowledgments may be made before some court of record, or officer holding the seal thereof, or some commissioner appointed by the governor of Iowa, or some notary public, or justice of the peace.²

The acknowledgment may also be made before any officer authorized to take acknowledgments by the laws of the State or Territory where the same is made.³

Without the United States acknowledgments may be made before any ambassador, minister, secretary of legation, consul, vice consul, charge d'affaires, consular agent, or any other officer of the United States in a foreign country authorized to issue certificates under the seal of the United States; or any officer of a foreign country authorized by its laws to take acknowledgments.⁴

(2) Authentication of officer's authority.

Without the State and within the United States, when the acknowledgment is made before a judge, or a justice of the peace, a certificate under the official seal of the clerk or other proper certifying officer of a court of record of the county or district, or of the secretary of state or territory within which the acknowledgment was taken, under seal of his office, of the official character of said judge or justice, and of the genuineness of his signature, must accompany the certificate of acknowledgment.⁵

No certificate of authentication need accompany acknowledgments made before a notary public, attested by his official seal.⁶

When an acknowledgment is taken *without the United States* before a foreign officer, the certificate of acknowledgment must be authenticated by an officer of the United States authorized to take acknowledgments, "whose written statement that full faith and credit is due to the certificate of such foreign officer shall be deemed sufficient evidence of the qualification of such officer to take acknowledgments and certify thereto, and of the genuineness of his signature and seal, if he have any."⁷

¹ Code of 1897, § 2942, Supp. (1902), p. 340.

² Code of 1897, § 2943, Supp. 1902, p. 342.

³ Code of 1897, § 2944.

⁴ Code 1897, § 2947.

⁵ Ann. Supp. to Code (1902), p. 342, § 3943.

⁶ Ann. Supp. to Code (1902), p. 342, § 2943a.

⁷ Code of 1897, § 2947.

(3) Witnesses.

None required when instrument is acknowledged except to prove the identity of the grantor.⁸

(4) Seal. Not required.⁹**(5) Married women and dower.**

Husband and wife must join in conveyances by the other to release statutory estate which takes the place of dower and curtesy.¹⁰

Separate examination not required.¹¹

Both must join to convey or encumber the homestead.¹²

⁸ Code of 1897, §§ 2948, 2949.

¹¹ Code 1897, § 2960.

⁹ Code of 1897, § 3068.

¹² Code 1897, § 2974.

¹⁰ Code 1897, §§ 2920, 3366.

(These are substantially the forms recommended by the American Bar Association for uniform adoption.)

No. 51.**GENERAL FORM.**

(Form prescribed, Code, 1897, § 2959.)

State of Iowa, }
County of ———. } ss.

On this ——— day of ———, A. D., ———, before me personally appeared A. B. (or A. B. and C. D.), to me known to be the person (or persons) named in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) voluntary act and deed.

Notary public in and for said county.

No. 52.**BY ATTORNEY IN FACT.**

(Form prescribed, Code, 1897, § 2959.)

State of Iowa, }
County of ———. } ss.

On this ——— day of ———, A. D., ———, before me personally appeared *A. B.* to me known to be the person who executed the foregoing instrument in behalf of *C. D.*, and who acknowledged that he executed the same as the voluntary act and deed of said *C. D.*

Notary public in and for said county.

No. 53.

BY CORPORATION.

(Form prescribed in Code, 1897, § 2959.)

State of —, }
 County of —. } ss.

On this — day of —, A. D., —, before me appeared *A. B.* to me personally known, who, being by me duly sworn (or affirmed), did say that he is the president (or other officer or agent of the corporation or association) of (describing the corporation or association) and that the seal affixed to said instrument is the corporate seal of said corporation (or association), and that said instrument was signed and sealed in behalf of said corporation (or association) by authority of its board of directors (or trustees) and said *A. B.* acknowledged said instrument to be the voluntary act and deed of said corporation (or association).

 Notary public in and for said county.

(In case the corporation has no corporate seal omit the words "the seal affixed to said instrument is the corporate seal of said corporation, and that" and add at the end of the affidavit clause the words "and that said corporation (or association) has no corporate seal.")

No. 54.CERTIFICATE OF AUTHENTICATION OF OFFICER'S
AUTHORITY.

(Form prescribed in Code, 1897, § 2946.)

State of —, }
 County of —. } ss.

I, —, clerk of the — court in and for said county, which court is a court of record having a seal (or I —, secretary of state of such State or Territory), do hereby certify that —, by and before whom the foregoing acknowledgment (or proof) was taken, was at the time of taking the same a justice of the peace (or other officer) residing (or authorized to act) in said county, and was duly authorized by the laws of said State (Territory or district) to take and certify acknowledgments or proofs of deeds of land in said State (Territory or district), and that

said conveyance and the acknowledgment thereof are in due form of law; and further, that I am well acquainted with the handwriting of said —, and that I verily believe that the signature to said certificate of acknowledgment (or proof) is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said court (or State) this — day of —, A. D.

KANSAS.

(1) Officers authorized to take.

Within the State acknowledgments may be made before some court having a seal, or some judge, justice or clerk thereof, or some justice of the peace, notary public, county clerk or register of deeds, or mayor or clerk of an incorporated city.¹

Without the State acknowledgments must be made before some court of record, or clerk or officer holding its seal, or before some commissioner appointed by the governor of Kansas, or before some notary public or justice of the peace, or before any consul of the United States resident in any foreign port or country.²

Instruments acknowledged in any other State, Territory or country in accordance with the laws of such State, Territory or country, are valid.³

(2) Authentication of officer's authority.

When the acknowledgment is taken before a justice of the peace without the State, it must be accompanied by a certificate of his official character, under the hand of the clerk of some court of record, to which the seal of said court shall be affixed.⁴

A notary public should always affix his seal of office.⁵

(3) Witnesses. Not required if instrument is acknowledged.⁶

(4) Seal. Not required, except in the case of corporations.⁷

(5) Married women and dower.

Dower and curtesy are abolished. Neither husband nor wife need join in deed of the other.⁸

The homestead cannot be conveyed without joint consent of husband and wife.⁹

¹ Gen. Stats. (1905), § 1282.

² Gen. Stats. (1905), § 1283.

³ Gen. Stats. (1905), § 1298.

⁴ Gen. Stats. (1905), § 1283.

⁵ Meskimen v. Day, 35 Kans. 46.

⁶ Gen. Stats. (1905), §§ 1280, 1285.

⁷ Gen. Stats. (1905), § 1266.

⁸ Gen. Stats. (1905), § 2547.

⁹ Constitution, § 235.

No. 55.

GENERAL FORM.

State of Kansas, }
County of —. } ss.

Be it remembered that on this — day of —, A. D.. —

before me —, the undersigned, personally came —, who is personally known to me to be the same person who executed the foregoing instrument of writing, and as such person duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal at —, the day and year last above written.

—
—

No. 56.

BY CORPORATION.

State of Kansas, }
County of —. } ss.

On this — day of —, A. D., —, before me —, the undersigned (official title), personally came —, president (or other officer) of — (name of corporation), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as president (or other officer) of (name of corporation), and in behalf of said corporation acknowledged the execution of the same as his own voluntary act and deed and the voluntary act and deed of said corporation; and that he affixed the corporate seal of said corporation to said instrument, and that the same was so executed by authority of the board of directors of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal at —, the day and year last above written.

—
—

No. 57.

BY ATTORNEY IN FACT.

State of Kansas, }
County of —. } ss.

Be it remembered that on this — day of —, A. D., —, before me, the undersigned, a — in and for the county and State aforesaid, came — who is to me personally known to be the attorney in fact of —, grantor in the foregoing instrument of writing, and who executed the same in — name as such grantor, and who is to me personally known to be the same person who executed the foregoing instrument of writing as the

attorney in fact of said —, and he duly acknowledged the execution of the same for himself and for said —.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last written.

KENTUCKY.

(1) Officers authorized to take.

Within the State acknowledgments may be made before a clerk of the county court or his deputy or a notary public.¹

Elsewhere in the United States acknowledgments may be made before the clerk of a court, or his deputy, under seal; a notary public, mayor of a city, secretary of state, a commissioner appointed by the governor of Kentucky, or a judge under the seal of his court.²

Without the United States acknowledgments may be made before a foreign minister, consul, or secretary of legation of the United States, a secretary of foreign affairs under his seal of office, a judge of a superior court.³

(2) Authentication of officer's authority.

None required beyond his seal of office. A notary public must state the date of the expiration of his commission.

(3) Witnesses.

Not necessary if instrument is acknowledged; otherwise two.⁴

(4) Seal. Not required.⁵

(5) Married women and dower.

Husband and wife must join in each other's deed. Separate acknowledgment of wife necessary.⁶

¹ Statutes (1903), §§ 501, 515.

² Statutes (1903), § 502.

³ Statutes (1903), § 503.

⁴ Statutes (1903), § 501.

⁵ Statutes (1903), § 471.

⁶ Statutes (1903), §§ 505, 508, 1706.

No. 58.

BY HUSBAND AND WIFE TAKEN WITHOUT THE STATE.

(Form prescribed in Statutes (1903) § 507.)

Commonwealth (or Kingdom) of — Sect.

County (or town or city or department or parish) of — Sect.

I (name and title of officer) do certify that this instrument of writing from *C. D.* and wife *E. F.* (or from *E. F.* wife of *C. D.*), was this day produced to me by the parties, which was acknowledged by the said *C. D.* to be his act and deed, and the contents and effect of the instrument being explained to the said *E. F.* by

governor of Louisiana, or a notary public, or an officer authorized by the laws of the State where the acknowledgment is taken.²

Without the United States, an ambassador, minister, charge d'affaires, secretary of legation, consul general, consul, vice consul or commercial agent under their respective seals.³

(2) **Authentication of officer's authority.**

No certificate of authentication is necessary where the acknowledgment is taken before a notary public, or commissioner for Louisiana, whose official seals are affixed to the certificate of acknowledgment. But where the acknowledgment is taken before any other officer his authority must be certified by the secretary of state.⁴

(3) **Witnesses.**

Two male witnesses over the age of sixteen required.

(4) **Seal.** Not required.

(5) **Married women and dower.**

Husband and wife must join in conveyances of the property of either. Separate acknowledgment of wife required.

Wife must join in waiver of homestead.⁵

² Wolff Const. & Rev. Laws (1904), § 597, also p. 202 (act 140, 1896).

³ Wolff Const. & Rev. Laws (1904), §§ 602, 603.

⁴ Wolff Const. & Rev. Law (1904), § 602, pp. 200, 202.

⁵ Const. Art. 246.

No. 60.

GENERAL FORM.

United States of America, }
State of ———, }
County of ———. }

Before me, the undersigned authority, personally came and appeared — to me personally known, who signed the foregoing document before me and in the presence of the two subscribing legal witnesses and acknowledged in the presence of said witnesses that he had signed the above and foregoing as his voluntary act and deed, and for the uses and purposes therein set forth.

In faith whereof, I have hereunto set my hand and seal of office this — day of —, at —.

(Add official character of officer taking acknowledgment.)

MAINE.**(1) Officers authorized to take.**

Within the State acknowledgments may be made before a justice of the peace, or notary public, or woman appointed by the governor for that purpose.

Elsewhere in the United States acknowledgments may be made before any clerk of a court of record having a seal, a notary public or commissioner appointed by the governor for the purpose.

Without the United States acknowledgments may be made before a United States minister, consul, or a notary public in a foreign country, or commissioner appointed for the purpose by the governor.¹

(2) Authentication of officer's authority.

None required except the seal of the court or notary.

(3) Witnesses. One required unless deed is acknowledged.²

(4) Seal. Is required.

(5) Married women and dower. Dower and curtesy are abolished.³

Neither husband nor wife need join in deed of the other, except when the property is derived directly by one from the other.⁴

¹ Rev. Stats. (1903), ch. 75, p. 659, § 20; ch. 112, p. 870, § 1.

² Rev. Stat. (1903), ch. 75, p. 659, § 21; p. 660, § 26.

³ Rev. Stat. (1903), ch. 77, p. 665, § 8.

⁴ Rev. Stat. (1903), ch. 63, p. 584, § 1.

No. 61.**GENERAL FORM.**

State of Maine, }
County of ———. } ss.

— 19—, personally appeared the above named — (name of grantor), and acknowledged the foregoing instrument to be his free act and deed.

(If the acknowledgment be taken out of the State before a commissioner or officer having a seal add) —.

In witness whereof, I have hereunto set my hand and official seal on the day and year aforesaid.

(Signature and official title of officer.)

MARYLAND.**(1) Officers authorized to take.**

Within the State, and in the county or city within which the real estate or any part of it lies, acknowledgments may be made before

(1) A justice of the peace for such city or county, (2) A judge of the Supreme Court of such city or county, (3) A judge of the Circuit Court for the county; (4) A judge of the supreme bench of Baltimore city, (5) A notary public.

Within the State but without the county or city within which the real estate or any part of it lies, acknowledgments may be made before (1) A notary public, (2) Any judge of the Circuit Court for the circuit, or of the Orphan's Court of the county in which the grantor may be, (3) Any judge of the supreme bench of Baltimore city or any judge of the Orphan's Court of said city, (4) Any justice of the peace for the county or city where the grantor may be at the time of acknowledgment, the official character of the justice being certified to by the clerk of the Circuit or Superior Court under his official seal.¹

Elsewhere in the United States acknowledgments may be made before (1) A notary public, (2) A judge of any court of the United States, (3) A judge of any court of any State or Territory having a seal, (4) A commissioner of this State to take acknowledgments of deeds.

Without the United States acknowledgments may be made before (1) Any minister, consul, consul general, deputy consul, vice consul, consular agent, or consular officer of the United States; (2) Any notary public; (3) A commissioner of this State to take acknowledgments of deeds.²

(2) **Authentication of officer's authority.**

Where the officer has an official seal, which is affixed, no further authentication is required.

(3) **Witnesses.** One required.³

(4) **Seal** or scroll is necessary.⁴

(5) **Married women and dower.**

Wife may release dower by joining in deed of husband or by separate deed.⁵

Separate examination not required.⁶

¹ Pub. Gen. Laws (1904), art. 21, §§ 2, 3, pp. 503, 504.

² Pub. Gen. Laws (1904), art. 21, §§ 4, 5, p. 504.

³ Pub. Gen. Laws (1904), art. 21, § 10, p. 505.

⁴ Pub. Gen. Laws (1904), art. 21, § 10, p. 505.

⁵ Pub. Gen. Laws (1904), art. 45, § 12, p. 1278.

⁶ Pub. Gen. Laws (1904), art. 21, § 67.

No. 62.

GENERAL FORM.

(Form prescribed in Pub. Gen. Laws (1904), art. 21, § 66, page 521.)
State of Maryland, — County, to wit:

I hereby certify that on this — day of —, in the year —,

before the subscriber (here insert style of the officer taking the acknowledgment), personally appeared (here insert the name of the person making the acknowledgment), and acknowledged the foregoing deed to be his act.

No. 63.

BY HUSBAND AND WIFE.

(Form prescribed in Pub. Gen. Laws (1904), art. 21, § 67, page 522.)

State of Maryland, — County, to wit:

I hereby certify that on this — day of —, in the year —, before the subscriber (here insert the official style of the person taking the acknowledgment), personally appeared (here insert name of the husband) and (here insert name of the married woman making the acknowledgment), his wife, and did each acknowledge the foregoing deed to be their respective act.

No. 64.

TAKEN OUT OF STATE.

(Form prescribed in Pub. Gen. Laws (1904), art. 21, § 68, page 522.)

State of —, — County, to wit:

I hereby certify that on this — day of —, in the year —, before the subscriber (here insert the official style of the officer taking the acknowledgment), personally appeared (here insert the name of the person making the acknowledgment) and acknowledged the foregoing deed to be his act.

In testimony whereof, I have caused the seal of the court to be affixed (or have affixed my official seal) this — day of —, A. D., —.

[SEAL]

No. 65.

BY CORPORATION.

State of —, — County, to wit:

I hereby certify that on this — day of —, before the subscriber (here insert the official style of the officer taking the acknowledgment), personally appeared —, the president (or other officer) of the (name of corporation) named in the fore-

going instrument of writing, and acknowledged the same to be the act and deed of said — (name of corporation).

(If taken out of the State add)

In testimony whereof, I have caused the seal of the court to be affixed (or have affixed my official seal) this — day of —, A. D., —.

[SEAL]

—
(Name and official title.)

MASSACHUSETTS.

(1) Officers authorized to take.

Within the State acknowledgments may be made before a justice of the peace, or notary public.

Elsewhere in the United States acknowledgments may be made before a justice of the peace, notary public, magistrate or commissioner appointed for the purpose by the governor, or any officer authorized by the laws of his State or Territory to take acknowledgments.

Without the United States acknowledgments may be made before such a justice, notary, magistrate, or commissioner, or before an ambassador, minister or consul of the United States, or a consular officer of the United States accredited to such country; or a vice consul, charge d'affaires or consular agent of the United States resident in a foreign country.¹

(2) Authentication of officer's authority.

When an instrument is made without the State there must be attached a certificate of the secretary of state, or of the clerk of a court of record of the county in which such officer resides, or in which the acknowledgment is taken, under the seal of such State or court, "stating that such officer was, at the time of taking such proof or acknowledgment, duly authorized thereto in said State, and that said secretary of state or clerk of court is well acquainted with his handwriting and verily believes that the signature affixed to such certificate or proof or acknowledgment is genuine."²

(3) Witnesses.

None required if instrument is acknowledged, but one is customary.³

(4) Seal. Is necessary.

(5) Married women and dower.

Dower may be released by wife joining in the deed of her hus-

¹ Rev. Laws (1902), ch. 127, pp. 1222, 1223, 1224, 1225, §§ 8, 19, 22.

² Rev. Laws (1902), ch. 127, § 20, p. 1225

³ Rev. Laws (1902), ch. 127, §§ 7, 15, 10, 12.

band, or by her separate deed. Her separate acknowledgment is not necessary. Husband should join in conveyance of wife's separate estate.⁴

(All of the following forms are prescribed in Rev. Laws (1902), ch. 127, §§ 18-21, pages 1224, 1225.) (Uniform act recommended by the American Bar Association.)

⁴ Rev. Laws (1902), ch. 132, §§ 1, 5, pp. 1263, 1264; Rev. Laws (1902), ch. 127, § 9, p. 1223.

No. 66.

GENERAL FORM.

State of —, }
County of —. } ss.

On this — day of —, before me personally appeared *A. B.* (or *A. B.* and *C. D.*), to me personally known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

(Signature and title of officer).

No. 67.

BY ATTORNEY IN FACT.

State of —, }
County of —. } ss.

On this — day of —, before me personally appeared *A. B.*, to me known to be the person who executed the foregoing instrument on behalf of *C. D.*, and acknowledged that he executed the same as the free act and deed of said *C. D.*

(Signature and title of officer.)

No. 68.

BY CORPORATION.

State of —, }
County of —. } ss.

On this — day of —, before me appeared *A. B.* to me personally known, who, being by me duly sworn (or affirmed), did

say that he is the president (or other officer or agent of the corporation or association) of (describing the corporation or association), and that the seal affixed to said instrument is the corporate seal of said corporation (or association), and that said instrument was signed and sealed in behalf of said corporation (or association) by authority of its board of directors (or trustees), and said *A. B.* acknowledged said instrument to be the free act and deed of said corporation (or association).

(If the corporation has no seal the words "the seal affixed to said instrument is the corporate seal of said corporation (or association) and that" should be omitted and at the end of the affidavit should be added the words "and that said corporation (or association) has no corporate seal.")

No. 69.

CERTIFICATE OF AUTHENTICATION.

(Rev. Laws (1902), ch. 127, § 21, page 1225.)

Caption specifying the State,
county or place where the authentication is made. }

I —, clerk of the — in and for said county, which court is a court of record having a seal (or I, —, the secretary of state of such State or Territory), do hereby certify that —, by and before whom the foregoing acknowledgment (or proof) was taken, was, at the time of taking the same, a notary public (or other officer) residing (or authorized to act) in said county and was duly authorized by the laws of said State (Territory or District), to take and certify acknowledgments or proofs of deeds of land in said State (Territory or District), and further that I am well acquainted with the handwriting of said — and that I verily believe that the signature to said certificate of acknowledgment (or proof) is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court (or State) this — day of —, A. D.

MICHIGAN.

(1) **Officers authorized to take.**

Within the State acknowledgments may be made before any judge, clerk or commissioner of a court of record, or before any notary public, justice of the peace, or master in chancery.¹

Elsewhere in the United States acknowledgments may be made before any judge of a court of record, notary public, justice of the peace, master in chancery or other officer authorized by the laws of his State, Territory or District to take acknowledgments, or a commissioner appointed by the governor of Michigan for such purpose.²

Without the United States acknowledgments may be made before any notary public, minister plenipotentiary, minister extraordinary, minister resident, charge d'affaires, commissioner, or consul of the United States appointed to reside therein.³

(2) **Authentication of officer's authority.**

No certificate of authentication is required if the acknowledgment is taken before an officer having an official seal, which is affixed.⁴

But if taken before a justice of the peace or other officer not having an official seal, there must be annexed a certificate of the clerk or other proper certifying officer of a court of record of the county or district, or of the secretary of state.⁵

(3) **Witnesses.** Two are required.⁶(4) **Seal.** Is necessary.⁷(5) **Married women and dower.**

Wife may release dower by joining in deed of husband or by her separate deed.⁸

Separate examination not required.⁹

¹ Public Acts 1905, p. 150.

² Compiled Laws 1897, § 8963.

³ Compiled Laws 1897, § 8965.

⁴ Comp. Laws 1897, §§ 8964, 9023;
Messenger v. Peter, 129 Mich. 93.

⁵ Comp. Laws 1897, § 8964. See form of certificate, infra.

⁶ Public Acts (1903), p. 137.

⁷ Compiled Laws 1897, § 8956.

⁸ Compiled Laws 1897, § 8930.

⁹ Comp. Laws 1897, §§ 9021, 8966.

The following forms are prescribed in Comp. Laws 1897, § 9020.

No. 70.

NATURAL PERSONS IN THEIR OWN RIGHT.

Caption specifying
the State and place where
the acknowledgment is
taken. } ss.

On this — day of —, before me personally appeared A. B.
(or A. B. and C. D.) to me known to be the person (or persons)

described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

No. 71.

BY ATTORNEY IN FACT.

State of Michigan, }
County of ———. } ss.

On this ——— day of ———, before me personally appeared *A. B.* to me known to be the person who executed the foregoing instrument in behalf of *C. D.*, and acknowledged that he executed the same as the free act and deed of said *C. D.*

No. 72.

BY CORPORATION.

State of Michigan, }
County of ———. } ss.

On this ——— day of ———, ———, before me appeared *A. B.* to me personally known, who, being by me duly sworn (or affirmed), did say that he is the president (or other officer or agent of the corporation or association) of (describing the corporation or association), and that the seal affixed to said instrument is the corporate seal of said corporation (or association), and that said instrument was signed and sealed in behalf of said corporation (or association) by authority of its board of directors (or trustees), and said *A. B.* acknowledged said instrument to be the free act and deed of said corporation (or association).

(If the corporation or association has no corporate seal omit the words "the seal affixed to said instrument is the corporate seal of said corporation (or association) and that," and add at the end of the affidavit clause the words "and that said corporation (or association) has no corporate seal.")

No. 73.

CERTIFICATE OF AUTHENTICATION OF OFFICER'S
AUTHORITY.

(Form prescribed in Comp. Laws 1897, § 9024.)

Caption specifying the
State, Territory or District
and county or place where the
authentication is made. } ss.

I, —, clerk of the — in and for said county, which court is a court of record, having a seal (or I — the secretary of state of such State or Territory), do hereby certify that — by and before whom the foregoing acknowledgment (or proof) was taken, was, at the time of taking the same, a notary public (or other officer) residing (or authorized to act) in said county, and was duly authorized by the laws of said State (Territory or District) to take and certify acknowledgments or proofs of deeds of land in said State (Territory or District), and further that I am well acquainted with the handwriting of said —, and that I verily believe that the signature to said certificate of acknowledgment (or proof) is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court (or State) this — day of —.

MINNESOTA.

(1) Officers authorized to take.

Within the State acknowledgments may be made before a judge or clerk of the Supreme, District and Probate courts, a notary public, a justice of the peace, a register of deeds, a court commissioner, a county auditor or his deputy; a clerk of the Circuit or District Court of the United States for the district of Minnesota and a United States commissioner appointed for such courts; a deputy clerk of court, a State park commissioner, a town or city clerk and village recorder, or a member of the Legislature.¹

Elsewhere in the United States acknowledgments may be made before the associate justices of the United States Supreme Court, judges of the United States District Court, judges or justices of the Supreme, Superior, Circuit or other court of record of any State, Territory or District, and the clerks of such courts; notaries public, and justices of the peace, within the territorial jurisdiction, and commissioners appointed by the governor.²

¹ Rev. Laws (1905) § 2687.

Rev. Laws (1905) § 2688.

Without the United States acknowledgments may be made before any notary public, minister plenipotentiary, minister extraordinary or minister resident, charge d'affaires, or a commissioner or consul of the United States appointed to reside in such foreign country, or their deputies or vice representatives.³

(2) **Authentication of officer's authority.**

If the officer before whom the acknowledgment is taken has no official seal, there must be attached a certificate from the secretary of state of the State, or clerk or other proper certifying officer of the court of record of the county in which the acknowledgment is taken.⁴

(3) **Witnesses.** Two are required.⁵

(4) **Seal.** Is not required.⁶

(5) **Married women and dower.**

Dower and curtesy are abolished,⁷ but husband should join in all deeds of wife's property,⁸ and both husband and wife must join to incumber or convey the homestead.⁹ Separate acknowledgment is not required.¹⁰

³ Rev. Laws (1905) § 2690.

⁴ Rev. Laws (1905) § 2689.

⁵ Rev. Laws (1905) § 2687.

⁶ Rev. Laws (1905) § 2652.

⁷ Laws 1875, ch. 40.

⁸ Rev. Laws (1905) § 3335.

⁹ Rev. Laws (1905) §§ 3608, 3335.

¹⁰ Rev. Laws (1905) § 2686.

(Forms prescribed, Rev. Laws (1905) § 2684. Uniform act recommended by American Bar Association.)

No. 74.

BY NATURAL PERSONS IN THEIR OWN RIGHT.

State of Minnesota, }
County of ———. } ss.

On this ——— day of ———, before me personally appeared *A. B.* (or *A. B.* and *C. D.*), to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

No. 75.

NATURAL PERSONS ACTING BY ATTORNEY.

State of Minnesota, }
County of ———. } ss.

On this ——— day of ———, before me personally appeared *A. B.* to me known to be the person who executed the foregoing instrument in behalf of *C. D.*, and acknowledged that he executed the same as the free act and deed of said *C. D.*

No. 76.

BY CORPORATION.

State of Minnesota, }
 County of ———. } ss.

On this ——— day of ———, before me appeared *A. B.* to me personally known, who, being by me duly sworn (or affirmed), did say that he is the president (or other officer or agent of the corporation or association) of (describing the corporation or association) and that the seal affixed to said instrument is the corporate seal of said corporation (or association) and that said instrument was signed and sealed in behalf of said corporation (or association), by authority of its board of directors (or trustees), and said *A. B.* acknowledged said instrument to be the free act and deed of said corporation (or association).

(In case the corporation or association has no corporate seal, omit the words "the seal affixed to said instrument is the corporate seal of said corporation (or association) and that" and add at the end of the affidavit clause the words "and that said corporation (or association) has no corporate seal.")

MISSISSIPPI.

(1) Officers authorized to take.

Within the State acknowledgments may be made before any judge of a United States court, any judge of the Supreme or Circuit court, any chancellor, any clerk of a court of record, or notary public, who shall certify the same under his seal of office; or any justice of the peace, or police justice, or mayor of any city, town or village, or member of the Board of Supervisors, whether the property conveyed be within his county or not.¹

Elsewhere in the United States acknowledgments may be made before the chief justice or an associate justice of the Supreme Court of the United States, a Circuit or District judge of the United States, or any other United States judge, or any judge or justice of the Supreme Court or Superior Court of any State or Territory, or any justice of the peace, whose official character shall be certified under seal of some court of record of his county; a commissioner residing in such State appointed by the governor for the purpose, or a notary public or clerk of a court of record having a seal of office.²

Without the United States acknowledgments or proofs may be made before any court of record, the mayor or chief magistrate of

¹ Code 1906, § 2794.² Code 1906, § 2800.

any city, borough or corporation, in which the party or witness resides or may be, or a commissioner residing in the country, who may be appointed by the governor; or any ambassador, foreign minister, secretary of legation, or consul of the United States to the foreign country in which the party or witness resides or may be. The certificate must show that the party or witness was identified before the officer.³

(2) **Witnesses.**

None required if instrument is acknowledged, otherwise one.⁴

(3) **Seal.** None required except in the case of corporations.⁵

(4) **Married women and dower.**

Dower and curtesy are abolished.⁶ A wife may convey her property as if unmarried.⁷ A deed or mortgage of the homestead must be executed by both husband and wife, whether owned by husband or wife.⁸ Separate examination of wife not required.⁹

³ Code 1906, § 2801.

⁷ Code 1906, § 2517.

⁴ Code 1906, § 2793.

⁸ Code 1906, §§ 2159, 2161.

⁵ Code 1906, §§ 4631, 6433.

⁹ Code 1906, § 2799.

⁶ Code 1906, § 2519.

(Forms prescribed in Code, 1906, § 2799.)

No. 77.

GENERAL FORM.

State of —, }
County of —. } ss.

Personally appeared before me, — (name and official title of officer) the within named *A. B.*, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand, this the — day of —, A. D. —.
(Signature and official title of officer.)

No. 78.

PROOF BY SUBSCRIBING WITNESS.

State of —, }
County of —. } ss.

Personally appeared before me, — (name and official character of officer), *C. D.*, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposeth and saith that he saw the within (or above) named *A. B.*, whose

name is subscribed thereto, sign and deliver the same to the said *E. F.* (or that he heard the said *A. B.* acknowledge that he had signed and delivered the same to the said *E. F.*); that he, this affiant, subscribed his name as a witness thereto in the presence of the said *A. B.*

(Signature and official title of officer.)

MISSOURI.

(1) Officers authorized to take.

Within the State acknowledgments may be made before some court having a seal, or some judge, justice or clerk thereof, notary public, or some justice of the peace of the county in which the real estate conveyed or affected is situated.¹

Elsewhere in the United States acknowledgments may be made before any notary public, any court of the United States, or of any State or Territory, having a seal, or any clerk of such court or any commissioner appointed by the governor of this State to take acknowledgment of deeds.²

Without the United States acknowledgments may be made before any court of any State, Kingdom or Empire having a seal, or the mayor, or chief officer of any city or town, having an official seal, or any minister or consular officer of the United States, or notary public having a seal.³

(2) Authentication of officer's authority.

No certificate of authentication is necessary; but an officer having an official seal must affix it.⁴

A notary public must give the date of the expiration of his commission.

(3) Witnesses.

None required if instrument is acknowledged; otherwise one.⁵

(4) **Seal.** Not required except in case of corporations.⁶

(5) **Married women and dower.**

Husband must join in deed of wife; and wife should join in deed of husband to release her dower.⁷

Her separate acknowledgment is not required.⁸

¹ Code, 1899, § 908.

² Code, 1899, § 908.

³ Code, 1899, § 908.

⁴ Code, 1899, § 911.

⁵ Code, 1899, § 906.

⁶ Code, 1899, § 893.

⁷ Code, 1899, § 901.

⁷ Code, 1899, § 913.

⁸ Code, 1899, § 913.

(Forms prescribed in Code, 1899, § 913.)

(Uniform act recommended by the American Bar Association.)

No. 79.IN CASE OF NATURAL PERSONS ACTING IN THEIR
OWN RIGHT.State of Missouri, }
County of ———. } ss.

On this — day of —, before me personally appeared *A. B.* (or *A. B. and C. D.*) to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

(Signature and title of officer.)

My commission expires on the — day of —.

No. 80.IN THE CASE OF NATURAL PERSONS ACTING BY
ATTORNEY.State of Missouri, }
County of ———. } ss.

On this — day of —, before me appeared *A. B.*, to me known to be the person who executed the foregoing instrument in behalf of *C. D.*, and acknowledged that he executed the same as the free act and deed of *C. D.*

(Signature and title of officer.)

My commission expires on the — day of —.

No. 81.

BY CORPORATION.

State of Missouri, }
County of ———. } ss.

On this — day of —, before me appeared *A. B.*, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the president (or other officer or agent of the corporation or association) of (describing the corporation or association), and that the seal affixed to the foregoing instrument is the corporate seal of said corporation (or association),

and that said instrument was signed and sealed in behalf of said corporation (or association) by authority of its board of directors (or trustees) and said *A. B.* acknowledged said instrument to be the free act and deed of said corporation (or association).

(In case the corporation or association has no corporate seal, omit the words "the seal affixed to said instrument is the corporate seal of said corporation (or association) and that" and add at the end of the affidavit clause the words "and that said corporation (or association) has no corporate seal.")

(Signature and title of officer.)

My commission expires on the — day of —.

MONTANA.

(1) Officers authorized to take.

Within the State acknowledgments may be made before a justice or clerk of the Supreme Court, or a judge of the District Court. Within the city, county or district for which the officer was elected or appointed acknowledgments may be made before (1) a clerk of a court of record, (2) a county clerk, (3) a notary public or (4) a justice of the peace.¹

Elsewhere in the United States acknowledgments may be made within the jurisdiction of the officer before (1) a justice, judge or clerk of any court of record of the United States, (2) a justice, judge or clerk of any court of record of any State or Territory, (3) a commissioner appointed by the governor for that purpose, (4) a notary public, (5) any other officer of the State or Territory where the acknowledgment is made, authorized by its laws to take acknowledgments.²

Without the United States acknowledgments may be made before (1) a minister, commissioner, or charge d'affaires of the United States, resident and accredited in the country where the acknowledgment is made, (2) a consul, vice consul, or consular agent of the United States, resident in the country where the acknowledgment is made, (3) a judge of a court of record of the country where the acknowledgment is made, (4) commissioners appointed for such purposes by the governor of the State, pursuant to special statutes, (5) a notary public.³

Deputies, appointed under authority of law by any of the above mentioned officers, may take acknowledgments in the name of the officer.⁴

¹ Civil Code, 1895, § 1600, 1601.

² Civil Code, 1895, § 1602.

³ Civil Code, 1895, § 1603.

⁴ Civil Code, 1895, § 1604.

(2) Authentication of officer's authority.

Official seals must be affixed if required by laws of State or country where the acknowledgment is taken.⁵

The certificate of a justice of the peace, if used in a county other than that of his residence, must be authenticated by a clerk's certificate as to his signature and official character.⁶

(3) **Witnesses** are not required if instrument is acknowledged; otherwise one.⁷

(4) **Seal.** Not required except in the case of corporations.⁸

(5) **Married women and dower.**

Wife should join in deed of husband to release dower.⁹

Separate acknowledgment of wife is not required.¹⁰ Estate by curtesy is abolished.¹¹

The deed or mortgage of a homestead must be signed by both husband and wife.¹²

⁵ Civil Code, 1895, § 1613.

⁶ Civil Code, 1895, § 1614.

⁷ Civil Code, 1895, § 1573.

⁸ Civil Code, 1895, § 2191.

⁹ Civil Code, 1895, § 228.

¹⁰ Civil Code, 1895, §§ 1606, 1607.

¹¹ Civil Code, 1895, § 257.

¹² Civil Code, 1895, § 1675.

No. 82.**GENERAL FORM.**

(Prescribed in Civil Code, 1895, § 1609.)

State of —, }
County of —. } ss.

On this — day of —, in the year —, before me (here insert the name and quality of the officer), personally appeared —, known to me (or proved to me on the oath of —), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he (or they) executed the same.

(Signature and title of officer.)

No. 83.**ACKNOWLEDGMENT BY CORPORATION.**

(Form prescribed in Civil Code, 1895, § 1610.)

State of —, }
County of —. } ss.

On this — day of —, in the year —, before me (here insert the name and quality of the officer), personally appeared —, known to me (or proved to me on the oath of —), to be the president (or secretary) of the corporation that executed

the within instrument, and acknowledged to me that such corporation executed the same.

(Signature and title of officer.)

No. 84.

ACKNOWLEDGMENT BY ATTORNEY IN FACT.

(Form prescribed in Civil Code, 1895, § 1612.)

State of —, }
County of —. } ss.

On this — day of —, in the year —, before me (here insert name and quality of the officer) personally appeared —, known to me (or proved to me on the oath of —), to be the person whose name is subscribed to the within instrument as the attorney in fact of —, and acknowledged to me that he subscribed the name of — thereto as principal, and his own name as attorney in fact.

(Signature and title of officer.)

NEBRASKA.

(1) Officers authorized to take.

Within the State acknowledgments may be made before a judge or clerk of any court, or some justice of the peace or notary public. No officer can take acknowledgments out of his territorial jurisdiction.¹

Elsewhere in the United States. An instrument may be executed and acknowledged or proved in accordance with the laws of Nebraska, or with the laws of the State, Territory or District where executed. The acknowledgment may be taken before any officer authorized to take acknowledgments by the laws of the State, Territory or District in which it is made, or before a commissioner of deeds appointed by the governor of Nebraska for that purpose.²

Without the United States acknowledgments may be made before any notary public, or any minister plenipotentiary, minister extraordinary, or minister resident, charge d'affaires, commissioner, commercial agent, or consul of the United States.³

(2) Authentication of officer's authority.

When taken within the United States outside of Nebraska, before any officer except a commissioner, there must be attached the certifi-

¹ Compiled Stats. (1901), § 4094.

³ Compiled Stats. (1901), § 4098.

² Compiled Stats. (1901), § 4095.

cate of the clerk of a court of record, or other proper certifying officer of the county, district or State, under the seal of his office, certifying to the official character and signature of the officer, and that the instrument is executed according to the laws of such State, Territory or District (if such is the case).⁴

A notary public should state the date of the expiration of his commission.

No authentication is necessary where the acknowledgment is taken outside of the United States, except the seal of the notary public.

The other officers may certify acknowledgments under their hands.⁵

(3) **Witnesses.** At least one is required.⁶

(4) **Seal.** Not required.

(5) **Married women and dower.**

A wife may release dower by joining in the deed of her husband or by her separate deed.⁷

She may convey separate property as if unmarried,⁸ but a surviving husband is entitled to curtesy, unless he has released the same.⁹

Husband and wife must join to execute an instrument of conveyance or incumbrance of homestead.¹⁰

⁴ Compiled Stats. (1901), § 4097.

⁸ Compiled Stats. (1901), § 4135.

⁵ Compiled Stats. (1901), § 4098.

⁹ Compiled Stats. (1901), § 2555.

⁶ Compiled Stats. (1901), § 4097.

¹⁰ Compiled Stats. (1901), § 3259.

⁷ Compiled Stats. (1901), § 4136.

No. 85.

GENERAL FORM.

State of Nebraska, }
County of ———. } ss.

On the ——— day of ———, before me (name and title of officer) in and for said county, personally appeared ——— and ———, his wife, to me personally known (or by the oaths of (one or more) witnesses whose names are hereto subscribed satisfactorily proved) to be the identical persons described in, and whose names are affixed to, the foregoing conveyance as grantors, and they severally acknowledged the same to be their voluntary act and deed.

In testimony whereof, I have hereunto set my hand and official seal at ———, in said county, the day and year last above written.

[SEAL] (Signature and title of officer.)

(If a notary public add) My commission expires ———.

No. 86.

PROOF BY SUBSCRIBING WITNESS.

State of Nebraska, }
 County of ———. } ss.

On this — day of —, A. D. —, it satisfactorily appeared to me that the attendance of the said —, the grantor in the foregoing conveyance, cannot be procured in order to make acknowledgment thereof (or that the said —, the grantor in the foregoing conveyance, is dead, or, having executed and delivered the foregoing conveyance, refuses to make acknowledgment thereof), before me (name and title of officer) in and for said county personally appeared —, to me personally known (or by the oath of (one or more) witnesses whose names are hereto subscribed, to me satisfactorily proved) to be the identical person whose name is subscribed to the foregoing conveyance as attesting witness, who, being first duly sworn on his oath, says that his place of residence is at —, in the county of —, and State of —, that he set his name to the foregoing conveyance as a witness; that he knew —, the grantor in said conveyance, and that he knew — to be the identical person described therein and who executed the same, and saw him sign (or heard him acknowledge that he had signed) the same.

In testimony whereof, I have hereunto set my hand and seal at —, in said county, the day and year last above written.

[SEAL]

(Signature and title of officer.)

My commission expires —

NEVADA.

(1) Officers authorized to take.

Within the State acknowledgments may be made before some judge or clerk of a court having a seal; a notary public or justice of the peace. When taken before a justice of the peace in a county other than that in which the real estate is situated, a clerk's certificate as to his signature and official character must be attached.¹

Elsewhere in the United States acknowledgments may be made before some judge or clerk of any court of the United States, or of any State or Territory, having a seal, a commissioner appointed by the governor of this State for that purpose, a justice of the peace. Acknowledgments before a justice of the peace must have attached

¹ Compiled Laws (1900), § 2642.

the certificate of the clerk of a court of record of the county, having a seal, as to the official character of the justice, and the authenticity of his signature.²

Without the United States acknowledgments may be made before some judge or clerk of any court of any State, Kingdom or Empire, having a seal, a notary public, minister, commissioner, or consul of the United States.³

The official character of the officer should be certified by the United States minister or consul.

(2) **Witnesses.**

None required if acknowledged, and if grantor can write; otherwise one.⁴

(3) **Seal.** Not required.⁵

(4) **Married women and dower.** Dower and curtesy are abolished.⁶

Deeds and mortgages of a homestead must be executed and acknowledged by both husband and wife, with separate acknowledgment of wife.⁷

² Compiled Laws (1900), § 2642.

³ Compiled Laws (1900), § 2642.

⁴ Compiled Laws (1900), § 2639.

⁵ Compiled Laws (1900), § 2639.

⁶ Compiled Laws (1900), § 516.

⁷ Compiled Laws (1900), §§ 515, 2661.

No. 87.

GENERAL FORM.

(Form prescribed in Compiled Laws (1900) § 2647.)

State of Nevada, }
County of ———. } ss.

On this — day of —, A. D. —, personally appeared before me, a notary public (or judge or other officer, as the case may be), in and for said county, *A. B.* known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

(Signature and title of officer.)

No. 88.

WHERE GRANTOR IS UNKNOWN TO OFFICER.

(Form prescribed in Compiled Laws (1900) § 2648.)

State of Nevada, }
County of ———. } ss.

On this — day of —, A. D. —, personally appeared before me, a notary public (or judge or officer as the case may be) in and for said county, *A. B.*, satisfactorily proved to me to

be the person described in and who executed the within conveyance, by the oath of *C. D.*, a competent and credible witness, for that purpose by me duly sworn, and he, the said *A. B.*, acknowledged that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

(Signature and title of officer.)

NEW HAMPSHIRE.

(1) **Officers authorized to take.**

Within the United States acknowledgments may be made before a justice, notary public, or commissioner.

Without the United States acknowledgments may be made before a minister or consul of the United States.¹

(2) **Authentication of officer's authority.**

No certificate of authentication is required, except when the acknowledgment is taken before a justice of the peace outside of the State. In such case his official character must be certified to by the clerk of a court of record, or by the secretary of state.

(3) **Witnesses.** Two are required.²

(4) **Seal.** Is required. A scroll is not sufficient.³

(5) **Married women and dower.**

Wife should join in deed of husband to release dower, and husband should join in deed of wife to release curtesy.⁴

Both husband and wife must join to convey or encumber homestead.⁵

¹ Pub. Stats. (1901), ch. 137, § 3, p. 437; ch. 18, § 2, p. 110.

⁴ Pub. Stats. (1901), ch. 176, § 3, p. 594.

² Pub. Stats. (1901), ch. 137, § 3, p. 437.

⁵ Pub. Stats. (1901), ch. 138, § 4, p. 440.

³ Pub. Stats. (1901), ch. 137, § 3, p. 437.

No. 89.

GENERAL FORM.

State of New Hampshire, }
County of ———. } ss.

Personally appeared the above named ——— and ———, his wife and acknowledged the foregoing instrument to be their voluntary act and deed, this ——— day of ———. Before me.

(Signature and title of officer.)

NEW JERSEY.

(1) **Officers authorized to take.**

Within the State acknowledgments may be made before the chancellor, a commissioner of deeds, a justice of the Supreme Court, a master in chancery, a judge of the Court of Common Pleas, surrogates and deputy surrogates, or an attorney at law of this State.¹

Elsewhere in the United States acknowledgments may be made before any justice of the United States Supreme Court or any judge of any United States Circuit Court, a justice or judge of the Supreme or Superior Court, or the chancellor of any State or Territory of the Union, or of the District of Columbia, a judge of the Court of Common Pleas of any State, Territory or District under the great seal of State or of the county court; any foreign commissioner of deeds for New Jersey under his official seal, a master of chancery for New Jersey, a mayor or other chief magistrate of any city, borough or corporation in any State, Territory or District under the seal of such city, borough or corporation, a judge of a court of Common Pleas, or the judge of any court of record; or any officer authorized to take acknowledgments by the laws of the place where the same is taken.²

Without the United States acknowledgments may be made before any master in chancery for New Jersey, any public ambassador, minister, consul, vice consul, consular agent, charge d'affaires, or other representative of the United States at any foreign court or government, or any court of law, or any notary public, mayor, or other chief magistrate of any city, borough, or corporation, certified in the manner such acts are usually authenticated.³

(2) **Authentication of officer's authority.**

When the acknowledgment is made in another State, Territory or District before an officer authorized by its laws to take acknowledgments, his certificate of acknowledgment must be accompanied by a certificate under the great seal of such State, Territory, or District, or under the seal of some court of record of the county, that the officer before whom the same is taken was at such time authorized by its laws to take acknowledgments and proofs of deeds or conveyances for lands, tenements or hereditaments in such State, Territory or District.⁴

(3) **Witnesses.**

None required, if instrument is acknowledged; otherwise one.

(4) **Seal is necessary, but a scroll is sufficient.**⁵(5) **Married women and dower.**

Husband and wife should join in deeds of the other to release

¹ Gen. Stats. 1895, Vol. 1, p. 853, §§ 4, 5; p. 873, § 104.

² Laws 1903, p. 456; Pub. Stats. 1895, p. 853, § 7.

³ Laws 1898, pp. 680, 681, § 24; 1 Gen. Stats. (1895), p. 868, § 88.

⁴ Laws 1903, pp. 456, 457, § 23.

⁵ Pub. Stats. 1895, p. 884, § 154.

curtesy and dower. Separate acknowledgment of wife is required.⁶

Both husband and wife must execute conveyance, incumbrance or lease of homestead.⁷

⁶ Pub. Stats. 1895, p. 854, § 9, p. 1196, § 14.

⁷ Pub. Stats. 1895, p. 2998, § 69.

No. 90.

BY HUSBAND AND WIFE.

State of New Jersey, }
County of ———. } ss.

Be it remembered that on this — day of —, A. D., —, before me, the subscriber (name and title of officer), personally appeared — and —, his wife, who I am satisfied are the grantors named in and who executed the within deed, and, I having first made known to them the contents thereof, they did thereupon severally acknowledge that they signed, sealed, and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

And the said —, wife of the said —, being by me privately examined separate and apart from her said husband, did further acknowledge that she signed, sealed and delivered the same as her voluntary act and deed, freely, without any fear, threats or compulsion of or from her said husband.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

[SEAL]

(Signature and title of officer.)

No. 91.

PROOF BY SUBSCRIBING WITNESS.

State of New Jersey, }
County of ———. } ss.

Be it remembered that on this — day of —, A. D. — before me (name and title of officer) personally appeared *A. B.* who being by me duly sworn according to law, on his oath saith that he saw *C. D.*, the within named grantor, sign, seal and deliver the within deed, as his voluntary act and deed, and that he, the said *A. B.*, subscribed his name to the same, at the same time, as an attesting witness.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Signature and title of officer.)

No. 92.

BY CORPORATION.

State of New Jersey, }
County of ———. } ss.

Be it remembered that on the — day of —, A. D. —, before me (name and title of officer), personally appeared —, to me known, who, being by me duly sworn according to law, on his oath saith: that he is the secretary (or is acquainted with the seal) of the corporation, the grantor named in the foregoing deed: that the seal affixed to the said deed is the corporate seal of the said (name of corporation): that it was so affixed by order of the said (name of corporation): that — is the president (or other officer) of the said (name of corporation): that he saw the said — as such president (or other officer) sign the said deed and heard him declare that he signed, sealed and delivered the same as the voluntary act and deed of the said (name of corporation) by its order; and that this deponent signed his name thereto, at the same time, as a subscribing witness.

Subscribed and sworn to before me, the day and year above written.

(Signature and title of officer.)

NEW MEXICO.

(1) Officers authorized to take.

Within the territory acknowledgments may be taken before any court having a seal, any judge, notary public having a seal, or clerk of any court having a seal, or any justice of the peace of the county where the real estate is situated.¹

Elsewhere in the United States acknowledgments may be made before a notary public having a seal, or any United States court, a court of any State or Territory having a seal, or the clerk or judge of any such court. The genuineness of the signature and the official

¹ Compiled Laws 1897. §§ 3944, 3970.

character of the judge must be certified to by the clerk under seal of the court.²

Without the United States acknowledgments may be made before any court of any State, Kingdom or Empire having a seal, or the magistrate or supreme power of any city having a seal; any clerk of a court of record having a seal, any notary public having an official seal, any consul or vice consul of the United States having a seal, the judge of any court of record having a seal. The genuineness of the signature and the official character of such judge must be certified to by some officer having an official seal under his charge.³

(2) **Authentication of officer's authority.**

In addition to the certification of the signature and official character of judges, above mentioned, all officers out of the United States taking acknowledgments must have their official character certified to in the usual manner.⁴

(3) **Witnesses.**

None required if instrument is acknowledged; otherwise two.⁵

(4) **Seal**, is required, but a scroll will suffice.⁶

(5) **Married women and dower.**

Separate acknowledgment of wife not required. A married woman signing a deed should be described in deed as the wife of grantor.⁷

Joint deed of husband and wife necessary to convey or incumber homestead.⁸

² Compiled Laws 1897, §§ 3944, 3970, 3931.

³ Compiled Laws 1897, §§ 3944, 3970, 3931.

⁴ Compiled Laws 1897, § 3970.

Compiled Laws 1897, § 3949.

⁶ Compiled Laws 1897, § 3932.

⁷ Compiled Laws 1897, § 3946.

⁸ Compiled Laws 1897, § 1754.

(Forms prescribed in Compiled Laws 1897, § 3945.)

(Uniform act recommended by the American Bar Association.)

No. 93.

NATURAL PERSONS ACTING IN THEIR OWN RIGHT.

Territory of New Mexico, }
County of ———. }

On this — day of —, before me personally appeared *A. B.* (or *A. B.* and *C. D.*) to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed.

(Signature and title of officer.)

No. 94.

NATURAL PERSONS ACTING BY ATTORNEY.

Territory of New Mexico, }
 County of ———. }

On this ——— day of ———, before me personally appeared *A. B.* to me known to be the person who executed the foregoing instrument in behalf of *C. D.* and acknowledged that he executed the same as the free act and deed of said *C. D.*

(Signature and title of officer.)

No. 95.

BY CORPORATION.

Territory of New Mexico, }
 County of ———. }

On this ——— day of ———, before me appeared *A. B.*, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the president (or other officer or agent of the corporation or association) of (describing the corporation or association), and that the seal affixed to said instrument is the corporate seal of said corporation (or association), and that said instrument was signed and sealed in behalf of said corporation (or association) by authority of its board of directors (or trustees) and said *A. B.* acknowledged said instrument to be the free act and deed of said corporation (or association).

(In case the corporation or association has no corporate seal, omit the words "The seal affixed to said instrument is the corporate seal of such corporation (or association) and that" and add at the end of the affidavit clause the words "and that said corporation (or association) has no corporate seal.")

(Signature and title of officer.)

NEW YORK.**(1) Officers authorized to take.**

Within the State acknowledgments may be made at any place within the State before a justice of the Supreme Court, or within the district wherein such officer is authorized to perform official duties, before a judge, clerk, deputy clerk, or special deputy clerk of a court, a notary public, or the mayor or recorder of a city, a justice of the

peace, surrogate, special surrogate, special county judge, or commissioner of deeds.¹

Elsewhere in the United States acknowledgments may be made before (1) A judge of the Supreme Court, of the Circuit Court of Appeals, of the Circuit Court, or of the District Court of the United States. (2) A judge of the Supreme, Superior or Circuit Court of a State. (3) A mayor of a city. (4) A commissioner appointed for the purpose by the governor of the State. (5) Any officer of the State in which the acknowledgment is taken authorized by the laws thereof to take the acknowledgment or proof of deeds to be recorded therein; to which must be annexed a certificate of authentication.²

In Porto Rico or the Philippines and Cuba or any other place over which the United States of America has or exercises sovereignty, control or protectorate, acknowledgments may be made before (1) A judge of a court of record thereof, acting within his jurisdiction. (2) A mayor or other chief officer of a city, acting in such city. (3) A commissioner appointed for the purpose by the governor of this State and acting within his jurisdiction. (4) An officer of the United States regular army or volunteer service of the rank of captain or higher, or an officer of the United States navy of the rank of lieutenant or higher, while on duty at the place where the parties are or reside.

Such officer of the army or navy must state in the certificate, his rank, the name of the city or other political division where taken, and the fact that he is on duty there, and the same must be authenticated by the secretary of war or of the navy, as the case may be. Other officials must affix their seals of office, if any they have.³

Without the United States acknowledgments may be made before

(1) An ambassador, a minister plenipotentiary, minister extraordinary, minister resident, or charge d'affaires of the United States residing and accredited within the country.

(2) A consul general, vice consul general, deputy consul general, vice consul or deputy consul, a consular or vice consular agent, or a consul or commercial or vice commercial agent of the United States residing within the country, or a secretary of legation at the post, port, place or within the limits of his legation.

(3) A commissioner appointed for the purpose by the governor, and acting within his own jurisdiction.

(4) A person specially authorized for that purpose by a commission, under the seal of the Supreme Court, issued to a reputable person, residing in or going to the country where the acknowledgment or proof is so to be taken.

(5) If within the Dominion of Canada, it may also be made before

¹ Cumming & Gilbert Gen. Laws (1902), p. 3347; § 249, Supp. (1904), p. (1902), p. 3347, § 248. 770 Laws 1903, ch. 419.

² Cumming & Gilbert Gen. Laws ³ Laws 1901, ch. 84; Cumming & Gilbert Laws (1902), page 3347, 3348.

any judge of a court of record, or before any officer of such Dominion authorized by the laws thereof to take the acknowledgment or proof of deeds to be recorded therein.

(6) If within the United Kingdom of Great Britain and Ireland, or the dominions thereunto belonging, it may also be made before the mayor, provost, or other chief magistrate of a city or town therein, under his hand and the seal of such city or town.

If within the States comprising the Empire of Germany, it may also be made before a judge of a court of record under the seal of such court or before a notary public under the seal of his office and the seal of the city or town in which the notary resides.⁴

(2) **Authentication of officer's authority.**

Within the State instruments acknowledged before a commissioner of deeds, justice of the peace or notary public, cannot be recorded or read in evidence, except in the county in which the officer resides, unless authenticated by a certificate of the clerk of the same county.⁵

Without the State the certificate of a commissioner appointed by the governor must be authenticated by the secretary of state. The certificate of a judge of a court of record of Canada must be authenticated by the clerk of the court. The certificate of an officer of a State or of the Dominion of Canada authorized by its laws to take acknowledgments (including a notary public), must be authenticated by the secretary of state of the State, or the clerk, register, recorder or prothonotary of the county in which the officer making the original certificate resided, or by the clerk of any court of that county, having a seal.⁶

(3) **Witnesses.**

None required if instrument is acknowledged; otherwise at least one.⁷

(4) **Seal** is required. The word "Seal" or "L. S." opposite signature is sufficient; or it may consist of a wafer, wax or other adhesive substance.⁸

(5) **Married women and dower.**

Wife should join in deed of husband to release dower. Separate examination not required.⁹

⁴ Cumming & Gilbert Laws (1902), p. 3348, § 250, Supp 1904, p. 770, Laws 1904, ch. 528.

⁵ Cumming & Gilbert Gen. Laws (1902), pp. 3351, 3352, § 259.

⁶ Cumming & Gilbert Gen. Laws (1902), v. 3352, § 260.

⁷ Cumming & Gilbert Gen. Laws (1902), p. 3322, § 208.

⁸ Cumming & Gilbert Gen. Laws (1902), p. 3833, § 13.

⁹ Cumming & Gilbert Gen. Laws (1902), p. 3349, § 251.

No. 96.

GENERAL FORM.

State of New York, }
 County of ———. } ss.

On this — day of —, A. D. —, personally came before me *A. B.* (or *A. B.* and *C. D.*) to me known, and known to me to be the person (or persons) described in and who executed the foregoing instrument, and he (or they severally) acknowledged that he (or they severally) executed the same.

(Signature and title of officer.)

No. 97.

BY GRANTOR UNKNOWN TO OFFICER.

State of New York, }
 County of ———. } ss.

On this — day of —, A. D. —, personally came before me *A. B.*, the grantor named in and who executed the foregoing instrument, and acknowledged that he had executed the foregoing instrument; and at the same time personally came before me *C. D.*, to me known, who being by me duly sworn did say that he resided in the city (or town, etc.) of —, county of —, and State of —; that he knew the said *A. B.*, the person appearing before me and making said acknowledgment, to be the individual described in and who executed said foregoing instrument.

(Signature and title of officer.)

No. 98.

BY CORPORATION.

(Form prescribed in Cumming & Gilbert's Gen. Laws (1902) page 3351, § 258.)

State of New York, }
 County of ———. } ss.

On the — day of —, in the year —, before me personally came —, to me known, who, being by me duly sworn, did depose and say that he resided in —; that he is the (president or other officer) of the (name of corporation), the corpora-

tion described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

(Signature and office of officer taking acknowledgment.)

(If the corporation has no seal, that fact should be stated.)

No. 99.

BY ATTORNEY IN FACT.

State of New York, }
County of ———. } ss.

On this ——— day of ———, A. D. ———, personally came *A. B.*, to me known, and known to me to be the person who executed the foregoing instrument in the name of *C. D.*, and he, the said *A. B.*, acknowledged that he executed the same in the name and as the act and deed of said *C. D.*, by virtue of a power of attorney duly executed by the said *C. D.* bearing date the ——— day of ———, A. D. ——— (and recorded in the office of the *clerk* of said county of ———, on the ——— day of ———, A. D. ———.

(Signature and official title of officer.)

No. 100.

PROOF BY SUBSCRIBING WITNESS.

State of New York, }
County of ———. } ss.

On this ——— day of ———, A. D. ———, personally came before me *C. D.*, to me personally known, and known to me to be the same person whose name is subscribed to the foregoing instrument as a witness thereto, who, being by me duly sworn, said, that he resided at ———, in the city of ———, county of ———, and State of ———; that he was personally acquainted with *A. B.* and knew him to be the person described in and who executed the said instrument, and that he saw him execute the same, and that said *A. B.* acknowledged to him, the said *C. D.*, that he executed the same, and that thereupon he, the said *C. D.*, subscribed his name as a witness thereto.

(Signature and title of officer.)

No. 101.

CERTIFICATE OF AUTHENTICATION.

State of —, }
 County of —. } ss.

I, —, clerk (or register, recorder or prothonotary, as the case may be) of said county (or of the — court of said county, the same being a court of record and having by law a seal) do hereby certify that — who subscribed the foregoing certificate of acknowledgment was at the time of taking such acknowledgment a notary public (or other officer, as the case may be) residing in said county, and duly authorized by the laws of said State to take the acknowledgment and proof of deeds to be recorded therein, and that the same is taken and certified in all respects as required by the laws of said State; that I am acquainted with the handwriting of said — (or that I have compared the signature attached to the foregoing certificate of acknowledgment with that deposited in my office by said —); and verily believe the signature attached to the foregoing certificate is the genuine signature of said —.

Witness my hand and official seal this — day of —.

[SEAL]

 Clerk (or Register, etc.)

NORTH CAROLINA.

(1) **Officers authorized to take.**

Within the State acknowledgments may be made before the several justices of the Supreme Court, the several judges of the Superior Court, commissioners of affidavits appointed by the governor of this State, clerk of the Supreme Court, clerks and deputy clerks of the Superior Court, the several clerks of the criminal courts, notaries public, and the several justices of the peace.¹

Without the State acknowledgments may be made before any judge or clerk of a court of record, any notary public, any mayor or chief magistrate of an incorporated town or city, any ambassador, minister, consul or commercial agent of the United States, any justice of the peace of any State or Territory of the United States whose signature and official character must be certified to by the clerk of a court of record.²

(2) **Authentication of officer's authority.**

Within the State when an acknowledgment is taken before a justice

¹ Revisal of 1905, § 989.

Revisal of 1905, § 990.

of a county other than the one in which the land is situated, there must be annexed a certificate of the clerk of the Superior Court of the county in which such justice resides, under his hand and official seal, that such justice was, at the time his certificate bears date, an acting justice of such county, and that such justice's general signature is set to his certificate.³

Outside of the State when the officer has an official seal no further authentication is required; but if he has no official seal a certificate from the clerk of a court of record is required.⁴

(3) **Witnesses.**

None required if instrument is acknowledged; otherwise one.⁵

(4) **Seal.** Required but a scroll is sufficient.

(5) **Married women and dower.**

Husband and wife must join in the deed of the other. Separate examination required.⁶

³ Revisal of 1905, §§ 990, 992.

⁶ Const. Art. 10, § 8; Revisal of 1905,

⁴ Revisal of 1905, §§ 993, 990, 1007. § 952.

⁵ Revisal of 1905, § 979.

No. 102.

ACKNOWLEDGMENT BY HUSBAND AND WIFE BEFORE THE SAME OFFICER.

(Form prescribed in Revisal of 1905, § 1004.)

North Carolina, }
 ——— County. } ss.

I (here give name of official and his official title) do hereby certify that (here give names of the grantors whose acknowledgment is being taken) personally appeared before me this day and acknowledged the due execution of the foregoing (or annexed) instrument, and the said (here give name of the married woman or women) wife (or wives) of (here give name of husband or husbands) being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without fear or compulsion of her said husband or any other person, and that she doth still voluntarily assent thereto.

Witness my hand and official seal this — (day of month),
 A. D. — (year).

(Official seal.)

(Signature of officer.)

No. 103.**EXAMINATION OF WIFE — ALONE.**

(Form prescribed in Revisal of 1905, § 1003.)

North Carolina, }
 ——— County. } ss.

I (here give name of the official and his official title) do hereby certify that (here give name of the married woman who executed the instrument) wife of (here give husband's name), personally appeared before me this day and acknowledged the due execution of the foregoing (or annexed) instrument; and the said (here give married woman's name), being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily without fear or compulsion of her said husband or any other person, and that she doth still voluntarily assent thereto.

Witness my hand and (where an official seal is required by law) official seal, this ——— (day of month), A. D. ——— (year).
 (Official seal.) (Signature of officer.)

No. 104.**ACKNOWLEDGMENT BY CORPORATION.**

(Forms prescribed in Revisal of 1905, § 1005.)

(Instrument executed by president, presiding member or trustee of corporation, attested by secretary and sealed with common seal.)

North Carolina, }
 ——— County. } ss.

This ——— day of ———, A. D. ———, personally came before me (here give name and official title of the officer who signs the certificate) *A. B.* (here give name of the attesting secretary (or assistant secretary), who, being by me duly sworn says that he knows the common seal of (here give name of the corporation) and is acquainted with *C. D.* who is the president of said corporation, and that he, the said *A. B.*, is the secretary (or assistant secretary) of the said corporation, and saw the said president sign the foregoing (or annexed) instrument and saw the said common seal of said corporation affixed to said instrument by said president (or that he, the said *A. B.*, secretary (or assistant

secretary) as aforesaid, affixed said seal to said instrument), and that he, the said *A. B.*, signed his name in attestation of the execution of said instrument in the presence of said president of said corporation. Witness my hand and (when an official seal is required by law) official seal, this the — day of — (year) —.

(Official seal.)

(Signature of officer.)

(When instrument executed by the president or presiding member or trustee and two other members of corporation and sealed with common seal.)

North Carolina, }
— County. }

This — day of —, A. D. —, personally came before me (here give name and official title of the officer who signs this certificate) *A. B.* (here give name of subscribing witness), who being by me duly sworn says that he knows the common seal of the (here give name of the corporation) and is also acquainted with *C. D.*, who is the president (or presiding member or trustee) and also with *E. F.* and *G. H.* two other members of said corporation; and that he, the said *A. B.*, saw the said president (or presiding member or trustee) and the two said other members sign the said instrument, and saw the said president (or presiding member or trustee) affix the said common seal of said corporation thereto and that he, the said subscribing witness, signed his name as such subscribing witness thereto in their presence. Witness my hand and (when an official seal is required by law) official seal, this — day of — (year) —.

(Official seal.)

(Signature of officer.)

No. 105.

CERTIFICATE OF AUTHENTICATION.

(Form prescribed in Revisal of 1905, §§ 1007, 1006.)

North Carolina, }
— County. } ss.

I, *A. B.* (here give name and official title of the clerk of a court of record) do hereby certify that *C. D.* (here give name of official taking the proof, etc.), was at the time of signing the foregoing (or annexed) certificate a (here give the official title

of the officer taking proof, etc.) as ("an acting justice of the peace," etc.) in and for the county of —, and State of — (or other political division of the State, Territory or country as the case may be) and that his signature thereto is his own proper handwriting.

In witness whereof, I hereunto set my hand and official seal this — day of —, A. D. —.

(Official seal.)

(Signature of clerk.)

Note. (This certificate cannot be made by deputy clerk.)

NORTH DAKOTA.

(1) Officers authorized to take.

Within the State acknowledgments may be made, within the judicial district, county, subdivision or city for which the officer was elected or appointed, before either (1) a judge or clerk of a court of record, (2) a mayor of a city, (3) a register of deeds, (4) a justice of the peace, (5) a United States Circuit or District Court commissioner, (6) a county auditor.¹

Elsewhere in the United States acknowledgments may be made before either (1) a justice, judge or clerk of any United States court of record, or (2) of any court of record of any State or Territory, (3) a notary public, or (4) any other officer authorized by the laws of the State or Territory where the same is made to take the acknowledgments and proof of deeds.²

Without the United States acknowledgments may be made before either

(1) A minister, commissioner or charge d'affaires of the United States, resident and accredited in the country where the proof or acknowledgment is made, or

(2) A secretary of legation, consul, vice consul or consular agent of the United States resident in the country where the proof or acknowledgment is made, or

(3) A judge, clerk, register or commissioner of a court of record of the country where the proof or acknowledgment is made, or

(4) A notary public of such country, or

(5) An officer authorized by laws of the country where the proof or acknowledgment is taken to take proof or acknowledgments, or

(6) When any of the officers mentioned are authorized to appoint a deputy, such acknowledgment or proof may be taken by such deputy in the name of his principal, as deputy, or by such deputy as deputy.³

(2) Authentication of officer's authority.

Every notary public must state immediately following his signature,

¹ Civ. Code (1905), § 5012.

³ Civ. Code (1905), § 5014.

² Civ. Code (1905), § 5013.

the time of the expiration of his commission, as follows: "My commission expires ——" ⁴

No certificate of authentication is required, except when the proof or acknowledgment is taken before a justice of the peace in a county other than that in which the land is situated, in which case the certificate of the clerk of a court of record must be affixed.⁵

(3) **Witnesses.** Not required if instrument is acknowledged.⁶

(4) **Seal.** Not required.⁷

(5) **Married women and dower.**

Dower and curtesy are abolished.⁸ Neither husband nor wife need join in deed of the other.⁹

⁴ Code (1905), § 548.

⁵ Civil Code (1905), § 5029.

⁶ Civil Code (1905), § 5002.

⁷ Civil Code (1905), § 5338.

⁸ Civil Code (1905), §§ 5188, 4082.

⁹ Civil Code (1905), § 4078.

No 106.

GENERAL FORM.

(Form prescribed in Civil Code, 1905, § 5022.)

State of North Dakota, }
County of ———. } ss.

On this ——— day of ———, in the year ———, before me personally appeared ———, known to me (or proved to me on the oath of ———) to be the person who is described in and who executed the within instrument, and acknowledged to me that he (or they) executed the same.

(Signature and title of officer.)

If a notary public, add "My commission expires ———."

No. 107.

BY A CORPORATION.

(Form prescribed in Civil Code, 1905, § 5022.)

State of North Dakota, }
County of ———. } ss.

On this ——— day of ———, in the year ———, before me (here insert the name and quality of the officer) personally appeared ——— known to me (or proved to me on the oath of ———) to be the president (or the secretary) of the corporation that is de-

scribed in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Signature and title of officer.)

If a notary public add "My commission expires —."

No. 108.

BY ATTORNEY IN FACT.

(Form prescribed Civil Code (1905) § 5022.)

State of North Dakota, } ss.
County of —. }

On this — day of —, in the year —, before me (here insert the name and quality of the officer) personally appeared — known to me (or proved to me on the oath of —) to be the person who is described in and whose name is subscribed to the within instrument as the attorney in fact of —, and acknowledged to me that he subscribed the name of — thereto as principal and his own name as attorney in fact.

(Signature and title of officer.)

If a notary public add "My commission expires —."

No. 109.

BY DEPUTY SHERIFF.

State of North Dakota, } ss.
County of —. }

On this — day of —, in the year —, before me, a —, in and for said county, personally appeared — known to me to be the person who is described in and whose name is subscribed to the within instrument as deputy sheriff of said county, and acknowledged to me that he subscribed the name of — thereto as sheriff of said county and his own name as deputy sheriff.

(Signature and title of officer.)

If a notary public add "My commission expires —."

OKLAHOMA.

(1) Officers authorized to take.

Within the Territory acknowledgments may be made before a jus-

tion of the peace of the county where the land is situated, or before any notary public, county clerk or clerk of the district court.

Elsewhere in the United States acknowledgments may be made before any notary public, clerk of a court of record, or commissioner of deeds, duly appointed by the governor of the Territory for the county, State, or Territory where the same is taken.

Without the United States acknowledgments may be made before any court of record or clerk of such court, or before any consul of the United States.¹

(2) **Authentication of officer's authority.**

None required excepting seal of officer. A notary public must add to his signature the date of the expiration of his commission.²

(3) **Seal.** Not required,³ except in the case of corporations.⁴

(4) **Witnesses.** None required.⁵

(5) **Married women and dower.**

Dower and curtesy are abolished and neither husband nor wife need join in deed of the other;⁶ but both must join in deed of homestead.⁷

¹ Rev. Stats. (1903), § 915.

⁵ Rev. Stats. (1903), § 878.

² Rev. Stats. (1903), § 3711.

⁶ Rev. Stats. (1903), §§ 3147, 6896.

³ Rev. Stats. (1903), § 785.

⁷ Rev. Stats. (1903), § 880.

⁴ Rev. Stats. (1903), § 921.

No. 110.

GENERAL FORM.

(Prescribed in Rev. Stats. (1903) § 914.)

Territory of Oklahoma, }
 — County. } ss.

Before me, — in and for said county and Territory, on this — day of —, personally appeared — and —, to me known to be the identical person — who executed the within and foregoing instrument, and acknowledged to me that — executed the same as — free and voluntary act and deed for the uses and purposes therein set forth.

(If a notary public add) "My commission expires —."

No. 111.

BY CORPORATION.

(Form prescribed in Rev. Stats. (1903) § 922.)

Territory of Oklahoma, }
 — County. } ss.

Before me, a — in and for said county and Territory, on

this — day of —, personally appeared — to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its (attorney in fact, president, vice president, or mayor, as the case may be) and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

(If a notary public add) “ My commission expires —.”

OREGON.

(1) Officers authorized to take.

Within the State acknowledgments may be made before any judge of the Supreme Court, county judge, justice of the peace or notary public.¹

Elsewhere in the United States acknowledgments may be made before any judge of a court of record, justice of the peace, or notary public, or other officer authorized by the laws of the State, Territory or District where the same is made to take acknowledgments; or before a commissioner appointed by the governor of this State for such purpose.²

Without the United States acknowledgments may be made before any notary public in such foreign country, any minister plenipotentiary, minister resident, charge d'affaires, commissioner, consul or vice consul of the United States appointed to reside therein, which acknowledgment shall be certified by the officer taking the same under his hand, and if taken before a notary public, his seal of office must be affixed to his certificate. It is not necessary to state that the instrument is executed according to the laws of the country where made.³

(2) Authentication of officer's authority.

When an acknowledgment is taken in the United States outside of Oregon before a notary public under his notarial seal; or before a clerk of a court of record under seal of said court, or before a commissioner appointed by the governor of Oregon for that purpose, no certificate of authentication is necessary. But when taken in the United States outside of Oregon before any other officer, the instrument must have attached a certificate of the clerk or other proper certifying officer of a court of record of the county or district in which the same is taken, under seal, that the person subscribing the certificate of acknowledgment was at the date thereof such officer

¹ Bellinger & Cotton's Codes & Stats. (1902), § 5342.

³ Gen. Laws, 1903, p. 17; Bellinger & Cotton's Codes & Stats. (1902), § 5345.

² Bellinger & Cotton's Codes & Stats. (1902), § 5343.

as he is therein represented to be, and that he believes the signature of such person subscribed thereto to be genuine and that the deed is executed and acknowledged according to the laws of such State, Territory or District.⁴

(3) **Witnesses.** Two are required in all cases.⁵

(4) **Seal.** Is required.⁶

(5) **Married women and dower.**

Wife should join in deed of husband to release dower.⁷ Separate examination not required.⁸

⁴ Bellinger & Cotton's Codes & Stats. (1902), § 5344.

⁵ Bellinger & Cotton's Codes & Stats. (1902), § 5342.

⁶ Bellinger & Cotton's Codes & Stats. (1902), § 5333.

⁷ Bellinger & Cotton's Codes & Stats. (1902), § 5527.

⁸ Bellinger & Cotton's Codes & Stats. (1902), § 5346, 5348.

No. 112.

BEFORE A JUSTICE OF THE STATE.

(Form prescribed, Bellinger & Cotton's Codes & Stats. (1902) Vol. I, page 787.)

BY HUSBAND AND WIFE.

State of Oregon, }
County of ———. }

Before the undersigned, a justice of the peace for the precinct of ———, in the county and State aforesaid, personally appeared the within (or above) named *A. B.* and *C. D.* his wife, to me known to be the individuals described in, and who executed the within (or above) conveyance (or power of attorney, as the case may be), and the said *A. B.* acknowledged that he executed the same, and the said *C. D.* being by me examined separate and apart from her said husband, then and there acknowledged that she executed such conveyance freely and without fear or compulsion from any one: this ——— day of ———.

Justice of the peace.

No. 113.

BY ATTORNEY IN FACT.

(Form prescribed in Bellinger & Cotton's Codes & Stats. (1902) Vol. I, page 788.)

State of Oregon, }
County of ———. }

Before the undersigned, a justice of the peace for the precinct

of —, in the county and State aforesaid, appeared the within (or above) named (here insert the name of the principal in the conveyance), by his attorney in fact, within (or above) named C. D., to me known to be the individual described in and who executed the within (or above) conveyance for and on behalf of the said (insert the name of the principal), and acknowledged that he executed the same: this — day of —.

Justice of the peace.

PENNSYLVANIA.

(1) Officers authorized to take.

Within the State acknowledgments may be made before a judge of the Supreme Court, the president of a court of Common Pleas, a notary public, a recorder of deeds, a justice of the peace, the mayor and recorder of Philadelphia, an alderman of Philadelphia, the mayor, recorder or an alderman of Pittsburg, the prothonotary of the Supreme Court;¹ a United States commissioner appointed by a United States court within the State.²

Elsewhere in the United States acknowledgments may be made before any judge of any court of record, a judge of the Supreme or District Court of the United States; or of the Supreme, Superior or Common Pleas Court of any State,³ a notary public, a mayor or chief magistrate of a city or town certified under the seal of such city or town;⁴ a commissioner of deeds;⁵ any officer authorized to take acknowledgments by the laws of the State where the same is taken, whose authority must be certified to by the clerk or prothonotary of a court of record.⁶

In Cuba, Porto Rico or the Philippine Islands, or other possessions of the United States, acknowledgments may be made before any person holding the rank of major or any higher rank in the military service of the United States.⁷

Without the United States acknowledgments may be made before any consul or vice consul of the United States duly appointed for and exercising consular functions in the State, Kingdom, country or place where the acknowledgment may be made,⁸ a master in chancery,⁹ an ambassador, minister plenipotentiary, charge de affaires, or other

¹ Pepper & Lewis Dig. (1894), 1537, 1547, 1546, 1545, 1544.

² Vol. 4, Pepper & Lewis Dig. (Supp. of 1901), 853.

³ Pepper & Lewis Dig. (1894), pp. 1542, 1539, 1540.

⁴ Pepper & Lewis Dig. (1894), pp. 1547, 1539.

⁵ Pepper & Lewis Dig. (1894), pp. 699, 700.

⁶ Pepper & Lewis Dig. (1904), 1562, § 67.

⁷ Pepper & Lewis Dig. (Supp. 1901), 960, § 11.

⁸ Pepper & Lewis Dig. (1894), 1540-

⁹ Pepper & Lewis Dig. (1894), 1543-

person exercising public ministerial functions, duly appointed by the United States,¹⁰ a notary public,¹¹ a deputy consul, commercial agent, vice or deputy commercial agent or consular agent of the United States.¹²

Without the State acknowledgments may be made before an officer in the military service of the United States under commission from the governor of Pennsylvania of the rank of major or higher.¹³

(2) **Authentication of officer's authority.**

None required if acknowledgment is taken before an officer having a seal which is affixed.¹⁴

When taken before an officer authorized by the laws of another State or Territory to take acknowledgments there should be annexed a certificate by the clerk or prothonotary of a court of record, as to such authority.¹⁵

(3) **Seal** is customary.

(4) **Witnesses.** Two are required.¹⁶

(5) **Married women and dower.**

Wife must join in deed of husband to release dower. Separate examination not required.¹⁷

¹⁰ Pepper & Lewis Dig. (1894), 1547.

¹¹ Pepper & Lewis Dig. (1894), 1547.

¹² Pepper & Lewis Dig. (1894), 1549.

¹³ Pepper & Lewis Dig. (1894), 1548.

¹⁴ Pepper & Lewis Dig. (1894), 1541,

§ 12.

¹⁵ Pepper & Lewis Dig., 1562, § 67.

¹⁶ Pepper & Lewis Dig. (1894), 1535,

§ 1.

¹⁷ P. Laws 1901; 4 Pepper & Lewis Dig. (Supp. 1901), 959, § 5.

No. 114.

GENERAL FORM.

Commonwealth of Pennsylvania, }
County of ———. } ss.

Be it remembered that on the ——— day of ———, A. D. ———, before me (name and title of officer) personally came ——— and ———, his wife, above named, and acknowledged the foregoing indenture (or other instrument as the case may be) to be their act and deed, and desired the same to be recorded as such.

Witness my hand and seal the day and year aforesaid.

(Signature and title of officer.)

No. 115.

BY CORPORATION.

(Form prescribed 4 Pepper & Lewis Dig. (Suppl. 1901) 959, § 8.)

(Purdon's Dig. (1903) page 1155.)

Commonwealth of Pennsylvania, }
County of ———. } ss.

I hereby certify that on this ——— day of ———, in the year of

our Lord —, before me, the subscriber (title of officer taking acknowledgment), personally appeared (name of attorney) the attorney named in the foregoing (name of instrument), and by virtue and in pursuance of the authority therein conferred upon him acknowledged the said (name of instrument) to be the act of said (corporation's name).

Witness my hand and — seal the day and year aforesaid.
(Signature and title of officer.)

The authority to acknowledge a conveyance by a corporation may be embodied in the conveyance as follows:

“The (name of corporation) doth hereby constitute and appoint (name of appointee) to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this (name of instrument) before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.”

No. 116.

PROOF BY SUBSCRIBING WITNESS.

(4 Pepper & Lewis Dig. (Suppl. 1901) 959, § 7.)
(Purdon's Dig. (1903) page 1155.)

Commonwealth of Pennsylvania, }
County of —, } ss.

Be it remembered that on this — day of —, A. D. —, before me (name and title of officer) personally appeared *A. B.*, one of the subscribing witnesses to the execution of the above indenture, who being duly sworn (or affirmed) according to law, doth depose and say that he did see —, the grantor above named, sign and seal, and as his act and deed deliver the above indenture (or other instrument as the case may be), for the uses and purposes therein mentioned, and that he did also see — subscribe his name thereto as the other witness of such sealing and delivery, and that the name of this deponent thereto set and subscribed as a witness is of this deponent's own proper handwriting.

Sworn (or affirmed) to and subscribed before me the day and year aforesaid.

(Signature of witness.)

Witness my hand and official seal.

(Signature and title.)

RHODE ISLAND.

(1) **Officers authorized to take.**

Within the State acknowledgments may be made before any state senator, judge, justice of the peace, mayor, notary public, town clerk or recorder of deeds.

Elsewhere within the United States acknowledgments may be made before any judge or justice of a court of record or other court, justice of the peace, mayor or notary public, of the State, District of Columbia, or Territory, in which the same is made, or before any commissioner appointed by the governor of this State. Instruments may be executed in compliance with the laws of the State, etc., where made.

Without the United States acknowledgments may be made before any ambassador, minister, charge d'affaires, consul general, vice consul general, consul, vice consul, consular agent, or commercial agent of the United States, or before any commissioner appointed by the governor of this State in the country in which such acknowledgment is made.

Within or without the State acknowledgments may be made by persons actually engaged in the military or naval service of the United States, before any colonel, lieutenant colonel, or major, in the army, or before any officer in the navy not below the grade and rank of lieutenant commander.¹

(2) **Authentication of officer's authority.**

No certificate of authentication is required.

(3) **Witnesses.** None required, but one is customary.²(4) **Seal.** Is not required.³(5) **Married women and dower.**

Wife may release dower by joining in the deed of her husband or by her separate deed. Separate acknowledgment not required.⁴

¹ Gen. Laws 1896, ch. 202, § 8.

⁴ Gen. Laws 1896, ch. 194, §§ 6, 7;

² Gen. Laws 1896, ch. 202, § 2.

202, § 5.

³ Gen. Laws 1896, ch. 202, § 4.

No. 117.

GENERAL FORM.

State of Rhode Island, }
County of ———. } ss.

Be it remembered that on the ——— day of ———, A. D. ———, before me (name and title of officer) personally appeared the above named grantor ——— (and ———, his wife) (each or all) personally known to me, and known by me to be the persons who executed the foregoing instrument, and acknowledged the said

instrument to be his (or their) free and voluntary act and deed.

In witness whereof, I have set my hand and seal, at —, the day and year above written.

(Signature and title.)

SOUTH CAROLINA.

In this State deeds are proved by the affidavits of subscribing witnesses; but a married woman must acknowledge her relinquishment of dower. Such affidavits may be made,

Within the State before any officer competent to administer an oath, including, a clerk of the circuit court;¹ a notary public,² and a probate judge.³

Without the State such affidavits or acknowledgments by married women may be made before a commissioner or commissioners appointed by dedimus issued by the clerk of the court of Common Pleas of the county in which the instrument is to be recorded; or before a commissioner of deeds of this State; or a clerk of a court of record, who shall make certificate thereof under his official seal; or before a notary public who shall accompany the same with a certificate as to his official character by a clerk of a court of record of the county in which the affidavit is taken; or before a consul, or a vice consul or consular agent of the United States.⁴

(3) **Witnesses.** Two or more are always required.⁵

(4) **Seal.** Is required.⁶

(5) **Married women and dower.**

To release dower, a wife must join in the deed of her husband and be separately examined.⁷

¹ Civil Code (1902), § 915.

² Civil Code (1902), § 665.

³ Civil Code (1902), § 963.

⁴ Civil Code (1902), §§ 948, 2383.

⁵ Civil Code (1902), § 2367.

⁶ Civil Code (1902), § 2367.

⁷ Civil Code (1902), § 2384.

No. 118.

SEPARATE ACKNOWLEDGMENT BY MARRIED WOMAN.

(Form prescribed in Civil Code (1902) § 2385.)

State of South Carolina, — County.

I, *F. G.* (— judge, magistrate or other officer, as the case may be), do hereby certify unto all whom it may concern, that *E. B.* the wife of the within named *A. B.*, did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any

compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish, unto the within named *C. D.*, his heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to, all and singular the premises within mentioned and released.

Given under my hand and seal, this — day of —, Anno Domini —.

(Signed) E — B—

(L. S.) F— G—.

(The wife must sign the certificate of acknowledgment.)

No. 119.

PROOF BY SUBSCRIBING WITNESS.

State of South Carolina, }
County of —. } ss.

Personally appeared before me *A. B.* and made oath that he saw the within named *C. D.* sign, seal and deliver the within conveyance as his act and deed and for the uses and purposes therein mentioned, and that he, with *G. H.* in the presence of each other, witnessed the due execution thereof.

(Signature of witness.)

Sworn to and subscribed before me this — day of —, A. D. —.

(Signature and title of officer.)

No. 120.

PROOF BY SUBSCRIBING WITNESS — DEED OF CORPORATION.

State of South Carolina, }
County of —. } ss.

Personally appeared before me *A. B.* and made oath that he saw *C. D.*, president (or other officer) sign, affix the corporate seal of — (name of corporation) and deliver the within conveyance as the act and deed of said corporation and for the uses and purposes therein mentioned, and that he, with *G. H.* witnessed the due execution thereof.

(Signature of witness.)

Sworn to and subscribed before me this — day of —, A.
D. —.

(Signature and title of officer.)

SOUTH DAKOTA.

(1) **Officers authorized to take.**

Within the State acknowledgments may be made before a justice or clerk of the Supreme Court or a notary public at any place within the State; and within the judicial circuit, county, subdivision or city, for which the officer was elected or appointed, before either,

- (1) a judge or clerk of a court of record; or
- (2) a mayor of a city; or
- (3) a register of deeds; or
- (4) a justice of the peace; or
- (5) a United States Circuit or District Court commissioner; or
- (6) a county clerk; or
- (7) a county auditor.¹

Elsewhere in the United States acknowledgments may be made within the jurisdiction of the officer before either (1) a justice, judge or clerk of any court of record of the United States, (2) a justice, judge or clerk of any court of record of any State or Territory, (3) a notary public, (4) any other officer of the State or Territory where the acknowledgment is made authorized by its laws to take the same, (5) a commissioner appointed for the purpose by the governor of this State, pursuant to the political code.²

Without the United States acknowledgments may be made before either:

- (1) An ambassador, a minister, commissioner, or charge d'affaires of the United States, resident and accredited in the country where the proof or acknowledgment is made, or
- (2) a consul, vice consul, or consular agent of the United States, resident in the country where the proof or acknowledgment is made, or
- (3) a judge, clerk, register or commissioner of a court of record of the country where the proof or acknowledgment is made, or
- (4) a notary public of such country, or
- (5) an officer authorized by the laws of the country where the proof or acknowledgment is taken to take proof or acknowledgments, or
- (6) when any of the officers mentioned in this section are authorized to appoint a deputy, the acknowledgment or proof may be taken before such deputy.³

¹ Civil Code (1903), §§ 970, 971.

² Civil Code (1903), § 972.

³ Civil Code (1903), § 973.

(2) Authentication of officer's authority.

Every officer having a seal must affix it to his certificate of acknowledgment and must add the name of his office to his signature.⁴

A certificate of acknowledgment made before a justice of the peace, when used in any county other than that in which he resides, must be accompanied by a certificate under the hand and seal of the clerk of the Circuit Court, or of any other county court of record of the county in which the justice resides, setting forth that such justice, at the time of taking such proof or acknowledgment, was authorized to take the same, and that the clerk is acquainted with his handwriting and believes that the signature to the original certificate is genuine.⁵

(3) Witnesses.

None required when instrument is acknowledged; otherwise one.⁶

(4) Seal. Is not required.⁷**(5) Married women and dower.** Dower and curtesy are abolished.⁸⁴ Civil Code (1903), § 981 (4).⁷ Civil Code (1903), § 939.⁵ Civil Code (1903), § 981 (5).⁸ Civil Code (1903), § 1095.⁶ Civil Code (1903), § 962.

(Forms prescribed in Civil Code (1903) § 981.)

No. 121.**GENERAL FORM.**

Territory of — or State of —, }
County of —. } ss.

On this — day of — in the year —, before me (here insert the name and quality of the officer) personally appeared — known to me (or proved to me on the oath of —) to be the person who is described in, and who executed the within instrument, and acknowledged to me that he (or they) executed the same.

(Signature and title of officer.)

No. 122.**BY ATTORNEY IN FACT.**

Territory of — or State of —, }
County of —. } ss.

On this — day of —, in the year —, before me (here insert the name and quality of the officer) personally appeared —, known to me (or proved to me on the oath of —) to be

the person who is described in, and whose name is subscribed to the foregoing instrument as attorney in fact of —, and acknowledged to me that he subscribed the name of — thereto as principal, and his own name as attorney in fact.

(Signature and title of officer.)

No. 123.

BY CORPORATION.

Territory of — or State of —, }
County of —. } ss.

On this — day of —, in the year —, before me (here insert the name and quality of the officer) personally appeared —, known to me (or proved to me on the oath of —) to be the president (or the secretary) of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Signature and title of officer.)

No. 124.

BY A DEPUTY SHERIFF.

State of South Dakota, }
County of —. } ss.

On this — day of — in the year —, before me (insert name and quality of officer) personally appeared —, known to me (or proved to me on the oath of —) to be the person who is described in and whose name is subscribed to the within instrument as deputy sheriff of said county, and acknowledged to me that he subscribed the name of — thereto as sheriff of said county and his own name as deputy sheriff.

(Name and title of officer.)

TENNESSEE.

(1) Officers authorized to take.

Within the State acknowledgments may be made before a clerk or deputy cler¹ of a county court, or a notary public.¹

¹ Code (1896), §§ 3713, 3714.

Elsewhere in the United States acknowledgments may be made before any court of record, or a clerk thereof, in any of the States of the Union, before a commissioner appointed by the governor, or a notary public.²

Without the United States acknowledgments may be made before a commissioner for Tennessee appointed in the country where the acknowledgment is made, a notary public of such country, a consul, minister, or ambassador of the United States in the country where the acknowledgment is made.³

(2) **Authentication of officer's authority.**

The certificate of acknowledgment of a judge must have annexed a certificate by the clerk of his court under his official seal, if he has one, if not, under his private seal, as to the official character of the judge; or the official character of the judge may be certified to by the secretary of state under the great seal of the State.⁴

Acknowledgments made before a court of record must have a copy of the entry of the acknowledgment on the record certified to by the clerk under his official seal, if he have one, if not, under his private seal. The judge must certify as to the official character of the clerk.⁵

Where the acknowledgment is made before a clerk of a court of record of another State, certified under his seal of office, the judge, chief justice or presiding magistrate must certify to the official character of the clerk.⁶

(3) **Witnesses.**

Not required if instrument is acknowledged; otherwise two.⁷

(4) **Seal.** Not required except in case of corporations.⁸

(5) **Married women and dower.**

Wife should join in deed of husband to release dower. Separate acknowledgment is required.⁹

² Code (1896), § 3715.

³ Code (1896), § 3716.

⁴ Code (1896), § 3719.

⁵ Code (1896), § 3720.

⁶ Code (1896), § 3721.

⁷ Code (1896), § 3712.

⁸ Code (1896), § 3213.

⁹ Code (1896), § 3753.

No. 125.

BY CORPORATION.

(Form prescribed in Acts, 1899, page 364, ch. 187.)

State of Tennessee, }
County of ———. }

Before me, ——— the State and county aforesaid, personally appeared ———, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the president (or other officer authorized to execute the instrument) of the ——— the within named bargainer, a corporation, and that he as such ———,

being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as —.

Witness my hand and seal, at office in —, this — day of —

No. 126.

BY HUSBAND AND WIFE.

(Form prescribed in Code (1896) § 3753.)

State of Tennessee, }
 — County. }

Personally appeared before me, clerk (or deputy clerk) of the county court of said county, the within named bargainor, — and —, his wife, with both of whom I am personally acquainted and who severally acknowledged that they executed the within instrument for the purposes therein contained.

And —, wife of the said —, having appeared before me, privately and apart from her husband, the said — (husband's name), acknowledged the execution of said deed to have been done by her, freely, voluntarily, and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed.

Witness —, clerk of said court, at office this — day of —

No. 127.

COMMISSION TO TAKE SEPARATE EXAMINATION
 OF WIFE

(Forms prescribed in Code (1896) § 3754.)

(When the wife is unable from age, sickness, or debility or other cause, to appear before the clerk he shall issue a commission to any justice of the peace, judge of any court of record, or mayor of a city or corporation to take her privy examination, which commission shall be endorsed on the deed or attached to it.) Code (1896) § 3754.

State of Tennessee, }
 — County. }

To —, Esq.: You are hereby authorized and empowered to take the examination of —, privately and apart from her husband, relative to the free execution of the within (or annexed)

deed, and the same so taken, to certify under your hand and seal.

Witness —, clerk of the — court of —, at office, the — day of —.

No. 128.

CERTIFICATE OF COMMISSIONER.

(Form prescribed Code (1896) § 3755.)

State of Tennessee, }
— County. }

—, wife of —, having personally appeared before me, and having, by virtue of the authority in me vested, been examined privately and apart from her said husband, and she having acknowledged the due execution of the within (or annexed) deed by her freely, voluntarily, and understandingly, without compulsion or constraint by her said husband, and for the purpose therein expressed, the same is therefore certified.

Witness my hand and seal this — day of —.

No. 129.

PROOF BY SUBSCRIBING WITNESS.

(Form prescribed in Code (1896) § 3735.)

State of Tennessee, }
— County. }

Personally appeared before me —, clerk (or deputy clerk) of the county court of — county aforesaid, — and —, subscribing witnesses to the within deed, who, being first sworn, deposed and said that they are acquainted with —, the bargainer (or as the case may be), and that he acknowledged the same, in their presence, to be his act and deed upon the day it bears date (or stating the time as proved by the witnesses).

Witness my hand, at office, this — day of —.

No. 130.

BEFORE CLERK OR DEPUTY CLERK.

(Form prescribed in Code (1896) § 3717.)

State of Tennessee, }
— County. }

Personally appeared before me, clerk (or deputy clerk) of

the county court of said county, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this — day of —.

—
—

TEXAS.

(1) **Officers authorized to take.**

Within the State acknowledgments may be made before

- (1) a clerk of the district court
- (2) a judge or clerk of the county court
- (3) a notary public.¹

Elsewhere in the United States acknowledgments may be made before either

- (1) a clerk of some court of record having a seal,
- (2) a commissioner of deeds duly appointed under the laws of Texas,
- (3) a notary public.²

Without the United States acknowledgments may be made before either

- (1) a minister, commissioner or charge d'affaires of the United States, resident and accredited in the country where the proof or acknowledgment is made,
- (2) a consul-general, consul, vice consul, commercial agent, vice commercial agent, deputy consul or consular agent of the United States, resident in the country where the acknowledgment is made,
- (3) a notary public.³

(2) **Authentication of officer's authority.**

No certificate of authentication required, but every officer having an official seal must affix the same.⁴

(3) **Witnesses.**

Two witnesses are required if instrument is not acknowledged.⁵

(4) **Seal.** Not required except in case of corporations.⁶

(5) **Married women and dower.**

Wife should join in deed of husband. Separate examination required.⁷

Husband must join in conveyance of separate property of wife. Wife's acknowledgment of such conveyance must be separate.⁸

¹ Stats. (1895), art. 4613.

² Stats. (1895), art. 4614.

³ Stats. (1895), art. 4615.

⁴ Stats. (1895), art. 4619.

⁵ Stats. (1895), art. 630.

⁶ Stats. (1895), art. 4862.

⁷ Stats. (1895), art. 4618; Laws 1897, p. 40.

⁸ Laws 1897, p. 41.

No. 131.

ORDINARY FORM.

(Form prescribed in Stats. (1895) art. 4620.)

The State of Texas, }
 County of —. }

Before me — (here insert the name and character of the officer) on this day personally appeared —, known to me (or proved to me on the oath of —) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this — day of —,
 A. D. —. (Signature of officer.)

No. 132.

BY MARRIED WOMAN.

(Form prescribed in Stats. (1895) art. 4621.)

The State of Texas, }
 County of —. }

Before me — (here insert the name and character of the officer) on this day personally appeared —, wife of —, known to me (or proved to me on the oath of —) to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband, and having the same fully explained to her, she, the said —, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this — day of —,
 A. D. —. (Signature of officer.)

No. 133.

PROOF BY SUBSCRIBING WITNESS.

(Form prescribed in Stats. (1895) art. 4624.)

The State of Texas, }
 County of —. }

Before me — (here insert the name and character of the

officer), on this day personally appeared —, known to me (or proved to me on the oath of —), to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw —, the grantor or person who executed the foregoing instrument, subscribe the same (or that the grantor or person who executed such instrument of writing acknowledged in his presence that he had executed the same for the purposes and consideration therein expressed), and that he had signed the same as a witness at the request of the grantor (or person who executed the same).

Given under my hand and seal of office this — day of —, A. D. —.

(Signature of officer.)

UTAH.

(1) Officers authorized to take.

Within the State acknowledgments may be made before some judge or clerk of a court having a seal, or some notary public, county clerk, or county recorder.

Elsewhere in the United States acknowledgments may be made before some judge or clerk of any court of the United States, or of any State or Territory having a seal, or a notary public, or a commissioner appointed by the governor of this State for that purpose.

Without the United States acknowledgments may be made before some judge or clerk of any court of any State, Kingdom, or Empire having a seal, or any notary public therein, or any ambassador, minister, commissioner, or consul of the United States appointed to reside therein.¹

When any of the above mentioned officers are authorized by law to appoint a deputy, such deputy may take acknowledgments in the name of his principal.²

(2) Authentication of officer's authority.

No certificate of authentication is required. Every officer having an official seal must affix the same. When acknowledgments are made before any judge or court, the certificate must be under the hand of such judge or court, and the seal of the court.³

A notary public must state the date on which his commission expires.⁴

(3) Witnesses. One witness is required.⁵

(4) Seal not required.⁶

¹ Rev. Stats. (1898), § 1985.

² Rev. Stats. (1898), § 1986.

³ Rev. Stats. (1898), § 1987.

⁴ Rev. Stats. (1898), § 1672.

⁵ Rev. Stats. (1898), § 1991.

⁶ Rev. Stats. (1898), § 1976.

(5) Married women and dower.

Dower and curtesy are abolished.⁷

Both husband and wife must join in a conveyance of the homestead.⁸

⁷ Rev. Stats. (1898), § 2832.

⁸ Rev. Stats. (1898), § 1155.

No. 134.**GENERAL FORM.**

(Form prescribed in Rev. Stats. (1898) § 1989.)

State of Utah, }
County of ——. }

On the — day of —, A. D. —, personally appeared before me *A. B.*, the signer of the above instrument, who duly acknowledged to me that he executed the same.

(Signature and title of officer.)

(If a notary public add "My commission expires —.")

No. 135.**BY CORPORATION.**

(Form prescribed in Rev. Stats. (1898) § 1989.)

State of Utah, }
County of ——. }

On the — day of —, A. D. —, personally appeared before me *A. B.*, who being by me duly sworn (or affirmed), did say, that he is the president (or other officer or agent as the case may be) of (naming the corporation) and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by resolution of its board of directors as the case may be), and said *A. B.* acknowledged to me that said corporation executed the same.

(Signature and title of officer.)

(If a notary public add "My commission expires —.")

No. 136.**PROOF BY SUBSCRIBING WITNESS.**

(Form prescribed in Rev. Stats. (1898), § 1994.)

State of Utah, }
County of ——. }

On this — day of —, A. D. —, before me, per-

sonally appeared *A. B.*, personally known to me (or satisfactorily proved to me by the oath of *C. D.*, a competent and credible witness for that purpose, by me duly sworn) to be the same person whose name is subscribed to the above instrument as a witness thereto, who, being by me duly sworn, deposes and says that he resides in —, county of — and State of Utah; that he was present and saw *E. F.*, personally known to him to be the signer of the above instrument as a party thereto, sign and deliver the same, and heard him acknowledge that he executed the same, and that he, the deponent, thereupon signed his name as a subscribing witness thereto at the request of said *E. F.*

(Signature and title of officer.)

(If a notary public add "My commission expires —.")

VERMONT.

(1) **Officers authorized to take.**

Within the State acknowledgments may be made before a justice, town clerk, notary public, master in chancery, county clerk, or judge or register of probate.¹

Without the State acknowledgments may be certified agreeably to the laws of the State, Province or Kingdom in which the same are taken, and may be made before a justice of the peace, magistrate, or notary public, within the United States, or in a foreign country, or before a commissioner appointed for that purpose by the governor of this State; or before a minister, charge d'affaires, consul or vice consul of the United States in a foreign country.²

(2) **Authentication of officer's authority.**

No certificate of authentication is required.

(3) **Witnesses.** Two or more are required.³

(4) **Seal.** Is required.⁴

(5) **Married women and dower.**

Wife should join in deed of property of husband, and husband should join in deed of separate property of wife.⁵

Wife must join to convey homestead.⁶

¹ Stats. (1894), § 2213.

² Stats. (1894), § 2232.

³ Stats. (1894), §§ 2213, 2231.

⁴ Stats. (1894), § 2213.

⁵ Stats. (1894), § 2209.

⁶ Stats. (1894), § 2189.

No. 137.

BY HUSBAND AND WIFE.

State of Vermont, }
 County of ———. } ss.

At ———, this ——— day of ———, A. D. ———, personally appeared ——— and ———, his wife, the signers and sealers of the above written instrument, and acknowledged the same to be their free act and deed.

Before me,

(Signature and title of officer.)

No. 138.

BY CORPORATION.

State of Vermont, }
 County of ———. } ss.

At ———, this ——— day of ———, A. D. ———, personally appeared ——— who has executed the above written instrument as the duly authorized agent of (name of corporation) and acknowledged the same to be the free act and deed of said corporation, and that he, as such agent, freely executed the same.

Before me.

(Signature and title of officer.)

VIRGINIA.**(1) Officers authorized to take.**

Acknowledgments may be made before the clerk of the circuit court of any county, or the clerk of the corporation court of any city, other than the city of Richmond, or the clerk of the chancery court of the city of Richmond, or before the clerk of any court of record of this State; or before the clerk of any court without this State, but within the United States, or before a justice, a commissioner in chancery of a court of record, or a notary within the United States, or in the Philippine Islands, Porto Rico, or in any Territory or other possession or dependency of the United States; or a commissioner appointed for the purpose by the governor, a clerk of a court of record of any State or Territory, or his deputy.

Without the United States acknowledgments may be made before any ambassador, minister plenipotentiary, minister resident, charge d'affaires, consul general, consul, vice consul, or commercial agent appointed by the government of the United States to any foreign

country, or before the proper officer of any court of such country, or the mayor or other chief officer of any city, town or corporation therein.¹

(2) **Authentication of officer's authority.**

When an acknowledgment is taken without the United States, the certificate of the officer should be under his official seal.²

A notary public should add to his signature the words "My term of office expires on — day of —."

(3) **Witnesses.**

If instrument is not acknowledged, two witnesses are required.³

(4) **Seal.** Is required but a scroll is sufficient.⁴

(5) **Married women and dower.**

Wife should join in deed of husband to release dower. Separate acknowledgment not required.⁵

¹ Code (1904), §§ 2501, 2500.

⁴ Code (1904), § 2841.

² Code (1904), § 2501.

⁵ Code (1904), § 2502.

³ Code (1904), § 2501.

No. 139.

GENERAL FORM.

(Form prescribed in Code (1904) § 2501.)

State of Virginia,

County (or corporation) of —, to wit:

I, — clerk (or deputy clerk) of — court (or a justice of the peace, commissioner in chancery of the — court, or notary public), for the county (or corporation) aforesaid, in the State (or Territory or District) of —, do certify that *E. F.* (or *E. F.* and *G. H.* and so forth), whose name (or names) is (or are) signed to the writing above (or hereto annexed), bearing date on the — day of —, has (or have) acknowledged the same before me, in my county (or corporation) aforesaid. Given under my hand this — day of —.

(Signature and title of officer.)

(If a notary public add "My term of office expires on — day of —.")

No. 140.

CERTIFICATE OF ACKNOWLEDGMENT TAKEN BEFORE A COMMISSIONER APPOINTED BY THE GOVERNOR.

(Form prescribed in Code (1904) § 2501.)

State (or Territory or District) of —, to wit:

I, —, a commissioner appointed by the governor of the

State of Virginia for the State (or Territory or District) of —, do certify that *E. F.* (or *E. F.* and *G. H.* and so forth), whose name (or names) is (or are) signed to the writing above (or hereto annexed), bearing date on the — day of —, has (or have) acknowledged the same before me in my State (or Territory or District) aforesaid.

Given under my hand this — day of —.

No. 141.

ACKNOWLEDGMENT OF WRITING SIGNED IN BEHALF OF A PERSON OR CORPORATION OR IN A REPRESENTATIVE CAPACITY.

(Form prescribed in Code (1904) § 2501.)

State (or Territory or District) of —, County (or corporation) of —, to wit:

I, —, a — (here insert the official title of the person certifying the acknowledgment) in and for the State (or Territory or District) and county (or corporation) aforesaid, do certify that — (here insert the name or names of the persons signing the writing on behalf of the person or corporation, or the name of the person signing the writing in a representative capacity), whose name (or names) is (or are) signed to the writing above, bearing date on the — day of —, has (or have) acknowledged the same before me in my county (or corporation) aforesaid.

Given under my hand this — day of —.

(Signature and title of officer.)

(If a notary public add "My term of office expires on — day of —.")

WASHINGTON.

(1) Officers authorized to take.

Within the State acknowledgments may be made before a judge of the Supreme Court, or the clerk thereof, or the deputy of such clerk, before a judge of the Superior Court of this State, or the clerk thereof, or the deputy of such clerk, or before a justice of the peace, or a county auditor, or the deputy of such auditor, or a qualified notary public.¹

¹ Pierce's Code (1905), § 4442.

Elsewhere in the United States acknowledgments may be made before any person authorized to take acknowledgments by the laws of the State where the same are taken, or before a commissioner appointed by the governor of this State for such purpose.²

Without the United States acknowledgments may be made before any minister plenipotentiary, secretary of legation, charge d'affaires, consul general, consul, vice consul, consular agent, or commercial agent appointed by the government of the United States, or before any notary public, or before the proper officer of any court of said country, or before the mayor or other chief magistrate of any city, town or other municipal corporation therein.³

(2) **Authentication of officer's authority.**

When acknowledgments are made within the United States without the State of Washington before a commissioner appointed by the governor for that purpose, or by the clerk of a court of record or before a notary or other officer having a seal, no certificate of authentication is required. In all other cases the certificate of acknowledgment must have attached thereto a certificate of the clerk of a court of record, under seal of the court, or certificate of any other proper certifying officer, of the district or county within which the acknowledgment is made, that the person whose name is subscribed to the certificate of acknowledgment was at the date thereof such officer as he therein represented himself to be, that he is authorized by law to take acknowledgments and that he verily believes the signature of the person subscribed thereto is genuine.⁴

An officer taking an acknowledgment without the United States must affix his seal to his certificate, if any he has.⁵

(3) **Witnesses.** None required if deed is acknowledged.

(4) **Seal.** Not required.⁶

(5) **Married women and dower.**

Dower and curtesy are abolished.⁷

Both husband and wife must join to convey or encumber the homestead.⁸

² Pierce's Code (1905), § 4443.

⁶ Pierce's Code (1905), § 4438.

³ Pierce's Code (1905), § 4446.

⁷ Pierce's Code (1905), §§ 2704, 3881.

⁴ Pierce's Code (1905), 4444.

⁸ Pierce's Code (1905), § 5461.

⁵ Ballinger's Codes & Stats. (1897), § 4531.

No. 142.

GENERAL FORM.

(Form prescribed in Pierce's Code (1905) § 4455.)

State of Washington, }
County of ———. } ss.

I (here give name of officer and official title) do hereby certify that on this — day of —, personally appeared before

me (name of grantor and if acknowledged by wife, her name, and add "his wife"), to me known to be the individual (or individuals) described in and who executed the within instrument, and acknowledged that he (she or they) signed and sealed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this — day of —, A. D. —.

(Signature and title of officer.)

No. 143.

ACKNOWLEDGMENT BY CORPORATION.

(Form prescribed in Suppl. (1903) to Ballinger's Codes & Stats. § 4533a, page 524.)

State of Washington, }
County of —. } ss.

On this — day of —, A. D. —, before me personally appeared — to me known to be the (president, vice-president, secretary, treasurer or other authorized officer or agent, as the case may be) of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature and title of officer.)

WEST VIRGINIA.

(1) Officers authorized to take.

Within the United States acknowledgments may be made before the clerk of a county court of West Virginia, or before a justice, notary public, recorder, prothonotary or clerk of any court within the United States, or commissioner appointed by the governor of this State.¹

Without the United States acknowledgments may be certified under

¹ Code (1906), § 3016.

the official seal of any minister plenipotentiary, charge d'affaires, consul-general, consul, deputy consul, vice consul, consular agent, vice consular agent, commercial agent or vice commercial agent appointed by the government of the United States, or by the proper officer of any court of a foreign country, or the mayor or other chief magistrate of any city, town, or corporation.²

(2) **Authentication of officer's authority.**

No certificate of authentication is required. The certificate of a notary public without the State must be under his official seal.³

(3) **Witnesses.**

None required if instrument is acknowledged, otherwise two.⁴

(4) **Seal.** Required.⁵

(5) **Married women and dower.**

Wife should join in deed of husband to release dower.⁶

² Code (1906), § 3076.

⁵ Code (1906), § 3048.

³ Code (1906), § 3076.

⁶ Code (1906), § 3079.

⁴ Code (1906), § 3075.

No. 144.

GENERAL FORM.

(Form prescribed, Code (1906) § 3076.)

State of West Virginia, County of —, to wit:

I, —, a commissioner, appointed by the governor of the State of West Virginia, for the State (or Territory or District) of —; (or I, a justice of the county aforesaid, or I, —, recorder of said county, or I, —, a notary of said county, or I, —, a prothonotary or clerk of the — court of said county) do certify that —, whose name (or names) is (or are) signed to the writing above (or hereto annexed) bearing date on the — day of —, has (or have) this day acknowledged the same before me in my said —.

Given under my hand this — day of —.

(Signature and title of officer.)

No. 145.

BY HUSBAND AND WIFE TOGETHER.

(Form prescribed, Code (1906) § 3077.)

State of West Virginia, County of —, to wit:

I, —, a commissioner appointed by the governor of the State of West Virginia for the State of —, or Territory or

District of —), (or I, —, a justice of the peace of the said county of —, or I, —, a notary of the said county of —, or I, —, prothonotary (or clerk) of the — court of said county) do certify that — and —, his wife, whose names are signed to the writing above (or hereto annexed) bearing date the — day of —, —, have this day acknowledged the same before me in my said —.

Given under my hand this — day of —.

(Signature and title of officer.)

No. 146.

BY WIFE ALONE.

(Form prescribed, Code (1906) § 3077.)

State of West Virginia, — County, to wit:

I, — (name and title of officer) do hereby certify that —, the wife of —, whose name is signed to the writing above (or hereto annexed) bearing date the — day of —, —, has this day acknowledged the same before me in my said —.

Given under my hand this — day of —.

(Signature and title of officer.)

No. 147.

BY CORPORATION.

(Form prescribed, Code (1906) § 3078.)

State of West Virginia, County of —, to wit:

I, —, (name and title of officer) do hereby certify that — personally appeared before me in my said —, and being by me duly sworn (or affirmed) did depose and say that he is the president (or other officer or agent) of the corporation (or association), described in the writing above (or hereto annexed), bearing date the — day of —, authorized by said corporation (or association) to execute and acknowledge deeds and other writings of said corporation (or association), and that the seal affixed to said writing is the corporate seal of said corporation (or the seal of the said association, as the case may be), and that said writing was signed and sealed by him in behalf of said corporation (or association) by its authority duly given,

and the said — acknowledged the said writing to be the act and deed of said corporation (or association).

Given under my hand this — day of —.

(Signature and title of officer.)

If the corporation has no seal, omit the words "seal affixed to said writing is the corporate seal of said corporation (or association)," and insert "said corporation (or association) has no seal." In such case omit the word "sealed" after the word "signed" and insert in lieu of it the word "executed."

WISCONSIN.

(1) Officers authorized to take.

Within the State acknowledgments may be made before any judge or clerk of a court of record, court commissioner, county clerk, register of deeds, notary public, justice of the peace, police justice, or United States court commissioner residing within this State who shall file with the clerk of the circuit court of the county in which he resides his certificate of appointment as such commissioner, or a copy thereof certified by the clerk of the court which appointed him.¹

Elsewhere in the United States acknowledgments may be made according to the laws of Wisconsin, or of the place where made; and may be made before any judge or clerk of a court of record, notary public, justice of the peace, master in chancery or other officer authorized by the laws of such State, Territory or District to take acknowledgments; or before any commissioner appointed by the governor of this State for such purpose; and if an instrument is executed within the jurisdiction of any military post of the United States, without this State, it may be acknowledged before the commanding officer thereof.

Without the United States acknowledgments may be made according to the laws of Wisconsin, or the laws of the country where made; and may be made before any notary public or other officer authorized by the laws of such country to take acknowledgments, or before any minister plenipotentiary, minister extraordinary, minister resident, charge d'affaires, commissioner or consul of the United States, appointed to reside therein; such acknowledgment shall be certified by the officer taking the same under his hand, and if taken before a notary public his seal of office shall be affixed thereto, and if the conveyance is executed according to the laws of such country the certificate of acknowledgment shall certify that fact.²

(2) Authentication of officer's authority.

When an acknowledgment made in the United States without this State is certified by a commissioner appointed by the governor of this

¹ Stats. (1898), § 2216.

² Stats. (1898), § 2220.

State for that purpose, a clerk of a court of record, with its seal attached, a notary public with his seal attached, or the commanding officer of a military post, no certificate of authentication is required. If the instruments are executed and acknowledged according to the laws of the State or Territory where made, the certificate must so state.

Instruments acknowledged in the United States without this State before any officer other than those above mentioned must have attached a certificate of the clerk or other proper certifying officer of a court of record of the county or district where the same is made, under seal of his office, that the person whose name is subscribed to the certificate of acknowledgment was, at the date thereof, such officer as he is therein represented to be and that he believes the signature of such person to be genuine. If executed according to the laws of such State such certificate must so state.³

A notary public must add, to his attestation the day, month and year when his commission will expire.⁴

(3) **Witnesses.** Two are required.⁵

(4) **Seal.** Is required.⁶

(5) **Married women and dower.**

Husband and wife should join in deeds of the other, but may convey their interest in property of the other, or release dower, by a separate deed. Separate acknowledgment is not required.⁷

³ Stats. (1898), § 2219.

⁶ Stats. (1898), § 2203.

⁴ Laws 1901, ch. 38, § 1.

⁷ Stats. (1898), §§ 2221, 2222, 2224.

⁵ Stats. (1898), § 2216.

No. 148.

GENERAL FORM.

(Form prescribed, Stats. (1898) § 2217.)

State of Wisconsin, }
 — County. } ss.

Personally came before me this — day of —, the above (or within) named *A. B.* and *C. D.* his wife (or if an officer adding the name of his office) to me known to be the persons who executed the foregoing (or within) instrument and acknowledged the same.

(Signature and designation of the officer.)

(If a notary public add "My commission expires —.")

WYOMING.

(1) **Officers authorized to take.**

Within the State acknowledgments may be made before any judge or clerk of a court of record, or before any court commissioner ap-

pointed under the laws of the United States, any county clerk, justice of the peace, or notary public, or a clerk of the United States circuit or district court for the district of Wyoming.¹

Elsewhere in the United States acknowledgments may be made before any officer authorized by laws of the place where taken to take acknowledgments.²

Without the United States acknowledgments may be made before a consul general, consul or vice consul of the United States, certified over his hand and official seal or the seal of the consulate to which he is attached if there be any such seal; if none, that fact shall be stated in the certificate.³

(2) **Authentication of officer's authority.**

Whenever an officer, authorized to take acknowledgments in the United States without this State, has no official seal, his certificate must have attached the certificate of the clerk of the court of record, or a county clerk, of the same place, having a seal, certifying that the officer taking the acknowledgment is authorized to take the same and that he believes that the signature appended to the acknowledgment is genuine.⁴

Every notary public, justice of the peace, and commissioner of deeds must add to his certificate the date of the expiration of his commission.⁵

(3) **Witnesses.** One is required.⁶

(4) **Seal.** Is not required except in the case of corporations.⁷

(5) **Married women and dower.**

Dower and curtesy are abolished.⁸

A wife must join in deed of homestead, signing and acknowledging the same separate and apart from her husband.⁹

¹ Rev. Stats. (1899), §§ 2741, 2743.

⁶ Rev. Stats. (1899), § 2741.

² Rev. Stats. (1899), § 2744.

⁷ Rev. Stats. (1899), § 2749.

³ Rev. Stats. (1899), § 2746.

⁸ Rev. Stats. (1899), § 4858.

⁴ Rev. Stats. (1899), § 2744.

⁹ Rev. Stats. (1899), § 2770.

⁵ Rev. Stats. (1899), § 2753.

No. 149.

GENERAL FORM.

(Form prescribed in Rev. Stats. 1899, § 2752.)

State of Wyoming, }
County of ———. } ss.

I, (here give the name of the officer and his official title), do hereby certify that (name of grantor, and if acknowledged by a wife, her name and add "his wife") personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in per-

son, and acknowledged that he (she or they) signed, sealed and delivered said instrument as his (her or their) free and voluntary act, for the uses and purposes therein set forth, (with the following addition where the right of homestead is released) including the release and waiver of the right of homestead.

Given under my hand and seal this — day of — A. D.
—.

(Signature and title of officer.)

My commission expires —.

ENGLAND

No. 150.

GENERAL FORM.

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME:

I, —, notary public, duly authorized, admitted and sworn, and practicing in —, in the County of —, and State of —, in the United States of America, do hereby certify that I was present on the — day of —, in the year —, and did see —, the person named in the paper writing or —, hereto annexed, duly sign, seal, and execute the said —, and that the name — thereto subscribed is of the proper handwriting of the said —, and that the names — and — thereto subscribed as the witnesses thereto, are of the respective proper handwriting of — and —, both of — aforesaid, the subscribing witnesses thereto.

In testimony whereof, I have hereunto subscribed my name and affixed my seal of office, this — day of —, in the year of our Lord —.

(Signature and title of officer.)

No. 151.

CERTIFICATE OF AUTHENTICATION.

I, —, Esquire, His Britannic Majesty's consul general for the —, do hereby certify that —, whose true signature and seal are respectively subscribed and affixed to the certificate here-

unto annexed, was, on the day of the date thereof, a notary public in and for the County of — and State of —, duly commissioned and sworn, to whose official acts faith and credit are due.

In witness whereof, I do hereunto set my hand and seal of office at the — this — day of —.

By the Consul General.

CHAPTER II.

ADOPTION OF CHILDREN

NOTE.

How a child may be adopted. An inhabitant of this State not married, or a husband and wife jointly, may petition the probate court of their proper county for leave to adopt a minor child not theirs by birth, and for a change of the name of such child; but a written consent must be given to such adoption by the child, if of the age of fourteen years, and by each of his or her living parents who is not hopelessly insane, intemperate, or has not abandoned such child, or if there are no such parents, or if the parents are unknown, or have abandoned such child, or if they are hopelessly insane or intemperate, then by the legal guardian, or if there is no such guardian, then by a discreet and suitable person appointed by the court to act in the proceedings as the next friend of such child;

Inmate of an orphan asylum or children's home. But when such child is an inmate of an orphan asylum, or children's home, organized under the laws of this State, and has been previously abandoned by its parents or guardians, or voluntarily surrendered by its parents or guardians to the trustees or directors of such asylum, or children's home, then a written consent of the president of the board of trustees or directors of such asylum, or children's home, shall be received by the probate court in the place of the consent of the parents or guardians.¹

Adoption by stepfather or stepmother. Any inhabitant of this State, being the husband of any woman who has a minor child or children by a former husband; or any inhabitant of the State being the wife of any man who has a minor child or children by a former wife, may petition the probate court of his or her proper county for leave to adopt such minor child or children and where the application is made by the husband alone, or jointly with his wife, for a change of the name or names of such child or children the application may be made jointly by the husband and wife.

When consent of child necessary. But a written consent must be given to such adoption by the child, if of the age of fourteen years, and by the mother, or father of such child, or children, if she or he is not hopelessly insane or intemperate, or if such mother or father is hopelessly insane or intemperate, then by the legal guardian of such child or children.²

¹ Rev. Stats., § 3137.

² Rev. Stats., § 3137a.

How consent of wife ascertained. When the petition is filed by husband and wife, the court shall examine the wife separate and apart from her husband, and shall refuse leave for such adoption unless satisfied, from such examination, that the wife, of her own free will and accord, desires the same.³

The order of the court. When the foregoing provisions are complied with, if the court is satisfied of the ability of the petitioner to bring up and educate the child properly, having reference to the degree and condition of the child's parents, and the fitness and propriety of such adoption, it shall make an order setting forth the facts, and declaring that, from that date such child, to all legal intents and purposes, is the child of the petitioner, and that its name is thereby changed.⁴

Effect of the order. The natural parents, except when such child is adopted under the provisions of Rev. Stats. § 3137a, shall, by such order be divested of all legal rights and obligations in respect to the child, and the child be free from all legal obligations of obedience and maintenance in respect to them. Such child shall be to all intents and purposes the child and legal heir of the person so adopting him or her, entitled to all the rights and privileges and subject to all the obligations of a child of such person begotten in lawful wedlock; but on the decease of such person and the subsequent decease of such adopted child without issue, the property of such adopting parent shall descend to his or her next of kin, and not to the next of kin of such adopted child.⁵

³ Rev. Stats., § 3138.

⁵ Rev. Stats., § 3140.

⁴ Rev. Stats., § 3139.

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No. 152.

PETITION FOR ADOPTION.

The State of Ohio, }
 — County. } ss. In the Probate Court.

In the matter of }
 the adoption of A. B. } To the Honorable the Judge of the
 Probate Court.

Your petitioner C. D. and E. D., husband and wife, respect-

fully represent that they are inhabitants of the — of — county of —, State of Ohio, and that they are desirous of adopting as their own child one A. B., a minor child not theirs by birth, and being of the age of — years on the — day of — A. D. 19—, the child of *F. B.* and *H. B.*

Your petitioners further say that they are possessed of sufficient means and ability to bring up and educate said child properly, having reference to the degree and condition of the child's parents.

Your petitioners therefore pray that upon the final hearing in this case they may be permitted by order of said court to adopt as their own the said A. B. and that the name of said child may be changed to that of A. D.

C. D.

E. D.

The State of Ohio, }
 — County. } ss.

C. D. and *E. D.* being duly sworn according to law say that the statements and allegations contained in their foregoing petition are true as they verily believe.

C. D.

E. D.

Sworn to before me, and subscribed in my presence, this — day of — 19—.

No. 153.

ANSWER AND CONSENT OF PARENTS.

— County. }
 The State of Ohio, } ss. In the Probate Court.

IN THE MATTER OF THE ADOPTION OF A. B. And now come *F. B.* and *H. B.*, and for answer to the petition of said *C. D.* and *E. D.* for the adoption of said A. B. say: that they are the parents of said A. B., that they have examined and fully understand the nature and prayer of said petition, that the statements and allegations contained are true and that they freely consent to the adoption of said child, A. B., by said petitioners, and to the change of name as therein prayed for.

Signed in the presence of

J. K.

L. M.

F. B.

H. B.

No. 154.

ORDER FOR ADOPTION.

State of Ohio, }
 — County. } ss.
 In the matter of }
 adoption of A. B. } Order.

It appearing from the petition of C. D. and E. D., his wife, inhabitants of this county and State, that they desire to adopt *A. B.*, a minor child, not theirs by birth, and that the name of said child be changed to *A. D.*, said child being of the age of — years on the — day of — A. D., 19—; and the written consent of said *F. B.* and *H. B.*, parents of said child, to said adoption having been given and produced herein; and the court having examined *E. D.* wife of said *C. D.*, separate and apart from her said husband, and the court being satisfied from said separate examination that said *E. D.*, of her own free will and accord, desires said adoption; and the court being satisfied of the ability of said petitioners to bring up and educate said child properly, and being satisfied of the fitness and propriety of such adoption, it is hereby ordered and declared that such adoption be made and is hereby made, and that from this date the said minor child, to all intents and purposes, be the child of the said *C. D.* and *E. D.*, and it is further ordered that the name of said child be and is hereby changed from *A. B.* to *A. D.*

No. 155.

DESIGNATION OF HEIR.

(Rev. Stats. § 4182.)

Know all men by these presents:

That I, *A. B.*, of the — of —, County of — and State of Ohio, being of sound mind and memory, and free from any restraint, do hereby publish and declare, that as my free and voluntary act, I have designated and appointed and do hereby designate and appoint *L. M.*, whose place of residence is —, county of —, and State of —, to stand toward me in the relation of a son and heir at law in the event of my death.

In testimony whereof I have, in the presence of *R. S.* and

X. Y., who are disinterested persons of my acquaintance, subscribed my name on this — day of — A. D. 19—.

A. B.

Attested by the undersigned, who are acquaintances of the said A. B., and are persons disinterested in the matters above designated and set forth.

R. S.

X. Y.

No. 156.

ENTRY ON PROBATE COURT JOURNAL OF DESIGNATION OF HEIR.

(Rev. Stats. § 4182.)

In the matter of
the designation by
A. B., of L. M., as
a son and heir
at law.

On this — day of —, A. D. 19—, appeared before me, the undersigned, Judge of the Probate Court in and for the County of —, Ohio, A. B., residing in the — of —, in said county, and in my presence and in the presence of R. S. and X. Y., who are acquaintances of the said A. B., and are disinterested persons, said A. B. did file a written declaration, subscribed by the said A. B., and attested by the said R. S. and X. Y., declaring that, as his free and voluntary act, he did designate and appoint L. M., whose place of residence is the — of —, County of — and State of —, to stand toward him in the relation of son and heir at law, in the event of his death.

And I, the said Probate Judge, being satisfied that the said A. B. is of sound mind and memory, and free from any restraint, do hereby order that such facts be entered upon the journal of said Probate Court, and that a complete record of such proceedings be made.

Probate Judge.

NOTE.

See Bird v. Young, 56 O. S. 211.

CHAPTER III.

AFFIDAVITS.

NOTE.

An affidavit is a written declaration under oath. The person making it is termed the affiant.¹

An affidavit is void unless authenticated by the signature of the officer before whom it is made;² but the omission of his official seal is not a fatal defect.³ The omission of the signature of the affiant does not, in all cases, render the affidavit void,⁴ but the safe practice is for the affiant to sign in every instance.

Before what officers affidavits may be made. Affidavits may be made within the State, before a judge or the clerk of the supreme court, a judge or a clerk of the circuit court, a judge or clerk of the common pleas court, a probate judge, justice of the peace, notary public, mayor, master commissioner, or official stenographer of any court in this State. Without the State they may be made before a judge, justice or chancellor of any court of record, a justice of the peace, notary public, mayor, or chief magistrate of any municipal corporation, or a commissioner of deeds for Ohio.⁵

¹ Rev. Stats., § 5262.

² Benedict v. Peters, 58 Ohio St. 527.

³ Ashley v. Wright, 19 Ohio St. 291.

⁴ Gambrinus Stock Co. v. Weber, 41 Ohio St. 689.

⁵ Rev. Stats., §§ 5264, 5269, 5270, 124, 118.

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No. 157.

COMMON FORM.

State of Ohio, }
— County. } ss.

— being first duly sworn, says that —.

And further affiant saith not.

(Signature of affiant.)—

Sworn to before me and subscribed in my presence this — day of —, A. D. —.

(Signature and title of officer.)

No. 158.

COMMON FORM MADE IN LEGAL PROCEEDING.

State of Ohio, }
 — County. } ss. In the Court of Common Pleas.

(or "In the Probate Court")

(or "Before — Justice of the Peace in and for — Township.")

John Doe,
 Plaintiff,
 v.
 Richard Roe,
 Defendant. } Affidavit of A. B.

— being first duly sworn says that —.

And further affiant saith not.

(Signature of affiant) —.

Sworn to before me and subscribed in my presence this — day of —, A. D. 19—.

—
 Notary Public.

No. 159.

AFFIDAVIT AS TO SUFFICIENCY OF PROPOSED SURETY ON BOND.

State of Ohio, }
 — County. } ss.

The undersigned, E. F., proposed surety on (here insert a brief description of the bond, as, "the bond to be given by A. B. to secure the faithful performance of his duties as clerk, agent, etc., in the employ of C. D.), being first duly sworn says that he is a resident of —, County of — and State of Ohio: that he is worth the sum of — dollars, (\$—) beyond the amount of all his debts and liabilities, exclusive of property exempt by law from levy and sale; and that he has property liable to execu-

tion in the State of Ohio (here insert, if desired, "consisting of real estate situated in the — of — and county of — worth \$ — incumbered for \$ —") amounting in actual value at least to the sum of — dollars (\$ —), beyond the amount of all his debts and liabilities, exclusive of property exempt by law from levy and sale.

E. F.

Sworn to before me and subscribed in my presence this — day of —, 19—.

—,
Notary Public.

No. 160.

AFFIDAVIT TO COPIES OF WRITINGS.

State of Ohio, }
— County. } ss.

—, being first duly sworn, says that he has carefully compared the writings hereto annexed marked respectively "Exhibit A," "Exhibit B" and "Exhibit C," with sundry original —, which original — are all now produced before him, and that he has found and hereby certifies said "Exhibit A" to be a true and accurate copy of said original —; and said "Exhibit B" to be a true and accurate copy of said original —; and said "Exhibit C" to be a true and accurate copy of said original —. And further affiant saith not.

(Signature of affiant.)

Sworn to before me and subscribed in my presence this — day of —, 19—.

No. 161.

OATH ADMINISTERED TO PERSON MAKING AN AFFIDAVIT.

You do solemnly swear in the presence of Almighty God that the facts stated and matters set forth in this writing, subscribed by you, are all true, as you verily believe.

No. 162.AFFIRMATION ADMINISTERED TO PERSON MAKING
AN AFFIDAVIT.

You do solemnly affirm and declare that the facts stated and matters set forth in this writing, subscribed by you, are all true, as you verily believe, and this you do under the pains and penalties of perjury.

CHAPTER IV.

ANIMALS.

NOTE.

Certain animals not to run at large without permission. Except under permission granted by county commissioners, or special permits granted by township trustees, no person or corporation being the owner or in charge of any horses, mules, cattle, sheep, goats, dogs, swine or geese shall suffer the same to run at large in any public road or highway, or in any street, lane or alley, or upon any uninclosed land, or cause such animals to be herded, kept or detained for the purpose of grazing the same on premises other than those owned or occupied by such owner or keeper.¹

Permits for animals to run at large. General permission may be granted by the commissioners of any county for any of the above named animals to run at large in their respective counties; and in counties where there is no general permission, township trustees may grant special permits directed to individuals, and for particular animals described therein, revocable at the discretion of the township trustees upon three days' notice, in writing, to the owner of such animal; and such permission whether general or special shall terminate on the first Monday of March in each year; but no permit shall be granted for any swine to run at large.²

Such permit need not contain a particular description of each animal, or state the number of animals; it is sufficient to name the class or classes of animals and to state they are owned by or under the control of the person to whom the permit is given.³

Strays who may take up. Any person holding land in this State by deed, title bond or lease for three or more years, and being in possession thereof, may take up any strays running at large within the township where he resides.⁴

Description of stray; record by township clerk; advertisement; oath of taker up. Within three days after taking up any stray, every such person shall make an accurate description of the marks, brands, size, color and supposed age of such stray, and if any alteration has been made in such marks or brands, within his knowledge, the same shall be particularly described and said taker-up shall leave a copy

¹ Rev. Stats., § 4202; Rockel's Guide for Township Officers, § 2.

² Rev. Stats., § 4203.

³ Ratcliff v. Peters, 27 Ohio St. 66;

⁴ Rev. Stats., § 6627

thereof with the clerk of his township, who shall record the same in a book, to be kept for that purpose, and post up a copy thereof on the door of his office, or some other conspicuous place near thereto; and said taker-up shall, within five days, advertise the same in writing by posting up a copy thereof, at three public places in said township; and if said strays be other than dogs or sheep said taker-up shall within five days from the time of taking the same, transmit a copy of the description thereof to the clerk of the court of Common Pleas of the county. If no person shall claim and prove his or her right to such strays within twenty days after such advertisement, the taker-up shall make oath, before a justice of peace within the township, of the time and place of finding such stray or strays, and that he hath neither trimmed, docked, nor altered the brands or marks of such stray or strays, or suffered the same to be done; and if any such alteration has been made within his knowledge he shall state the same.⁵

Appraisement. The said justice shall issue an order to two respectable freeholders or householders, to be named in such order, commanding them, forthwith, to view and appraise such stray or strays, and to return to him, upon oath, their appraisement, with a true and accurate description of the marks, brands, size, color, and supposed age of such stray or strays; and the taker-up shall give notice of such order to the persons therein named.⁶

Upon return being made of the appraisement and description as aforesaid, such justice shall record the same in his stray book, together with the names of the taker-up and appraisers; and, in all cases, the taker-up of any stray or strays as aforesaid, shall pay to the justice for his services under this chapter, the sum of fifty cents; provided, that if two or more strays, of the same species, shall be taken up by one person at the same time, they shall be included in the same entry; and in such case, the justice and clerk aforesaid, shall receive no more than for one of such species; and the clerk shall cause a list of all strays, with the description thereof, given as aforesaid, to be affixed at the door of the court house on the first day of the court next holden after such returns have been made to his office.⁷

Proceedings when taker-up not a freeholder. When a person not a landholder as above described, shall take-up a stray, any justice of the peace of the township shall upon complaint of any such landholder issue his warrant for the removal of any such stray from the possession of such taker-up, and for the delivery of the same to the custody of any landholder having the qualifications above described. If there be no such landholder willing to receive such stray, then the officer who has served such warrant, may suffer such stray immediately to go at large subject to be taken up at any subsequent time by any person legally qualified.⁸

⁵ Rev. Stats., § 6628.

⁶ Rev. Stats., § 6629.

⁷ Rev. Stats., § 6630.

Rev. Stats., § 6631.

Proceedings by owner to reclaim strays; sale in default of payment of costs. The owner of any stray taken up as aforesaid, on making satisfactory proof of his or their right thereto before any justice of the township, within four months after the same was taken up, shall be entitled to demand and receive such stray or strays, with the increase, if any, having first paid as a reward to the taker-up for each horse kind, the sum of one dollar; for every head of neat cattle, fifty cents; for every sheep, hog, or goat above six months old, twelve and a half cents, together with the legal fees paid by taker-up and reasonable charges for keeping such strays; but if the taker-up and the owner should disagree on the sum to be paid for keeping as aforesaid, it shall be lawful for either party to apply to a justice of the peace within the township to nominate three disinterested freeholders whose duty it shall be to make such allowance for keeping such strays as to them shall appear just, and forthwith certify the same under their hands to such justice upon oath, and if the owner shall fail or refuse to pay the sum adjudged, together with the fees as aforesaid within forty days thereafter it shall be lawful for the taker-up to deliver such stray or strays to any constable of the township, who shall, after giving ten days' notice by advertisement at three of the most public places in the township of the time and place of sale, proceed to sell the same for ready money to the highest bidder, to satisfy the costs and charges aforesaid; and the constable after paying to the taker-up the fees awarded and charges aforesaid, and deducting one dollar for his own fees, shall pay the remainder to the owner of such strays.⁹

What strays shall vest in taker-up; sale of animals not vesting in taker-up; duty of justice and constable. When the appraised value of any stray of the same species taken up as aforesaid, does not exceed seven dollars for the whole number taken up and reported at one time, and no person shall appear within four months after such taking up, and prove his or her right thereto, the right to such stray or strays shall vest in the taker-up; but if the valuation shall exceed seven dollars, and no owner appear as aforesaid, the taker-up shall apply to the justice to whom the return was made of the appraisement, marks, brands, size, color and supposed age of such stray or strays for a copy of such return, which copy said justice is hereby required to give from his stray-book and the taker-up shall forthwith deliver the same to a constable of the township and the constable shall immediately advertise such stray or strays for sale at three public places within the township mentioning the time and place of sale which shall be at least ten days from the time of advertising and which sale shall be made at some public place in said township, if of the horse kind, but if of any other kind of strays the same shall be sold at the residence of the taker-up between the hours of ten o'clock A. M. and four o'clock P. M., at which time and place the taker-up

⁹ Rev. Stats., § 6633.

shall deliver such stray or strays to the constable and take his receipt therefor, and transmit the same to the township treasurer.¹⁰

Sale and adjustment of proceeds. The constable shall proceed to sell the same to the highest bidder, upon a credit of nine months, for the residue of the purchase money, after paying the expense of taking up, posting, and keeping; which expense shall be ascertained in the manner directed in the preceding sections of this chapter, and also reserving for his fees the sum of one dollar; and it shall be the duty of the constable after paying the above expenses and fees, to take an obligation from the purchaser for the balance due, with one or more sufficient sureties resident within the township, payable to the township treasurer, or his successor in office, and to deliver the same to the said treasurer, for the use of the township in which the stray or strays are taken up; and it shall be the duty of such constable to take duplicate receipts for the same, one of which he shall file with the township clerk, together with his certificate stating to whom said property was sold, and the amount for which it was sold; and it shall be the duty of said clerk to charge said treasurer with the amount of said obligation designating by whom the same was given; and it shall also be the duty of said clerk to file said receipt and certificate in his office.¹¹

How collected; and when to be paid to the owner of the stray. Each treasurer to whom an obligation is given as aforesaid, is hereby authorized and empowered to sue for, recover, and receive, for the purpose aforesaid, all moneys due thereon; provided, that when any property is sold as aforesaid, and the owner shall claim the same within two years, from and after such sale, and prove his, her, or their right thereto, to the satisfaction of a justice of the peace for the proper township, the justice shall issue his order to the treasurer, requiring him to assign the obligation, or any judgment thereon, to such claimant for his own use or if the money shall have been paid into the treasury on such bond, requiring said treasurer to refund the same to such claimant.¹²

Statement of damages for sheep killed or injured by dogs; witnesses. Any person damaged by the killing or injury of sheep by dog, or dogs, may present a detailed account of the injury done, with damages claimed therefor, verified by affidavit, at any regular meeting of the trustees of the township where the damage or injury occurred, and within six months thereafter, which account shall state the kind, grade, quality and value of the sheep so killed and nature and amount of the injury and shall make it appear to the satisfaction of the trustees upon the parol testimony of at least two other persons who are freeholders of the neighborhood where the injury was done, that the damage claimed is just and reasonable; and also make it appear that such injury was not caused in whole or in part by any animal kept

¹⁰ Rev. Stats., § 6634.

¹¹ Rev. Stats., § 6635.

¹² Rev. Stats., § 6636.

or harbored by him, or by an employe or tenant of the owner upon such owner's premises, and that he does not know whose animal committed such injury, or, if known, and such account reduced to judgment, could not be collected on execution.

Fees of witnesses; oath of claimant and witness. And the witnesses in such cases, not exceeding two, shall be allowed fifty cents each and mileage as in other cases; the trustees are hereby authorized and empowered to administer oath or affirmation to any such claimant or witness.

Employe or tenant. Provided, however, that if the sheep killed or injured are in the care of an employe or tenant of the owner of the same, such affidavit may be made by such employe or tenant in regard to all matters relating thereto to which such owner would be competent to testify.

Hearing, allowance, indorsement, transmission and record of claims. The trustees shall hear such claims in the order of their filing, and may allow the same or such parts thereof as they may deem right, and if satisfied that such claim is correct and just they shall endorse thereon the amount allowed and transmit the same with the testimony so taken together with the fees due witnesses over their own official signatures to the county commissioners in care of the county auditor who shall enter upon a book to be kept for that purpose, in their order, each claim received.

Examination and order for payment. The county commissioners shall at their next regular meeting, examine the same and, if found in whole or in part correct and just, order the payment thereof or such parts as they may have found correct and just, to be paid out of the fund created by the per capita tax on dogs.

Payment. And such claims as may have been allowed in whole or in part, may be paid at any regular quarterly session of such commissioners.¹³

¹³ Rev. Stats., § 4215.

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No. 163.

APPLICATION FOR SPECIAL PERMIT FOR ANIMALS
TO RUN AT LARGE.

To the trustees of — Township, — County, Ohio.

The undersigned, a resident of — Township, — County, Ohio, respectfully requests your body to grant him a special permit to suffer his stock, consisting of —, to run at large in said township.

— A. D., 19—.

No. 164.

SPECIAL PERMIT FOR ANIMALS TO RUN AT LARGE.

To whom it may concern:

We, the undersigned trustees of — Township, — County, Ohio, do hereby grant and permit —, of said township and county, to suffer his stock, consisting of cattle and sheep (or other animals as the case may be), to run at large within said township from —, until the first Monday in March, next ensuing, A. D. 19—.

Given under our hands this — day of —, A. D., 19—.

Attest

Trustees.

_____,
Clerk of Township.

No. 165.

ENTRY ON RECORD OF PROCEEDINGS OF TOWN-
SHIP TRUSTEES.

—, a resident of said township, having made application for a permit to suffer his stock consisting of — to run at large in

said township, now for good cause shown, said application is granted and said — is given permission to suffer his said animals, to wit: —, to run at large within said township until the first Monday in March next ensuing, A. D. 19—; and it is ordered that a permit be issued to said — to that effect.

No. 166.

OATH OF TAKER-UP OF STRAY.

(Rev. Stats. § 6628.)

State of Ohio, }
 — County. } ss.

— of — Township in said county, being first duly sworn according to law, says that on the — day of —, A. D. 19—, he took up as a stray running at large at — in said township, a (description of animal with all marks, brands, size, color, and supposed age, as in advertisement):

And that he has neither trimmed, docked, or altered the brands or marks of the said stray, nor suffered the same to be done.

Sworn to before me and subscribed in my presence this — day of —, A. D. 19—.

Justice of the peace, — Township.

No. 167.

ADVERTISEMENT OF STRAY.

(Rev. Stats. § 6628.)

Taken up by the undersigned on the — day of —, A. D. 19—, as a stray, running at large in — Township, — County, Ohio, a — (description of animal with all marks, brands, size, color and supposed age).

The owner is requested to make satisfactory proof of his right to said —, and pay the charges of taking up and keeping the same.

No. 168.

ORDER FOR APPRAISEMENT.

(Rev. Stats. § 6629.)

State of Ohio, }
 — County, } ss.
 — Township. }

To A. B. and C. D. freeholders (or householders) of —
 Township in said county:

You are hereby commanded forthwith to view and appraise a certain stray — (description of animal as in affidavit) taken up by and in the possession of —, of said township, and to return to me, upon oath, the value thereof, with a true and accurate description of the marks, brands, size, color and supposed age of the said stray.

Given under my hand this — day of — A. D. 19—.

Justice of the peace of
 — Township.

No. 169.

RETURN OF APPRAISERS OF STRAY.

(Rev. Stats. § 6630.)

In pursuance of an order of —, a justice of the peace of — Township, — County, Ohio, we, the undersigned, have viewed a stray, (kind of animal) taken up by —, and we do appraise the same at — dollars. The following is a true and accurate description of said stray: (give marks, brands, size, color and supposed age of animal).

Sworn to before me and subscribed in my presence this —
 day of —, A. D. 19—.

Justice of the peace of
 — Township, — County, Ohio.

No. 170.

OATH OF APPRAISERS.

(Rev. Stats. § 6630.)

You, and each of you, do solemnly swear in the presence of Almighty God, that this return contains a true and accurate description of the stray therein referred to, and a just appraisement and valuation thereof, as you verily believe.

No. 171.

WARRANT FOR REMOVAL OF STRAY.

(Rev. Stats. § 6631.)

State of Ohio, }
 — County, } ss.
 — Township, }

To any constable of said township, Greeting:

Whereas, complaint has been made to me, a justice of the peace of said township, by —, a freeholder thereof, that —, who is not authorized or qualified by law to take up a stray, has unlawfully taken up a (here describe the stray), being a stray in said township, and I being satisfied of the truth of the premises do therefore, in the name of the State of Ohio, hereby command you to take said stray from the possession of said — and deliver the same into the custody of —, a resident of the township, who holds lands in this State, by deed, title bond or lease for three years or more, and is in possession thereof; and for so doing this shall be your warrant.

Given under my hand this — day of —, A. D. 19—.

Justice of the peace of said township.

No. 172.

NOMINATION OF FREEHOLDERS TO MAKE ALLOWANCE FOR KEEPING STRAY.

(Rev. Stats. § 6633.)

State of Ohio, }
 — County, } ss.
 — Township. }

To —,

—,

and

—,

freeholders of said — Township:

You are hereby nominated and appointed by me to inquire and certify to me under oath and affirmation the allowance which shall appear to you to be just and reasonable for keeping a certain stray (describe stray) taken up by —, on the — day of —, A. D. 19—, to which claim has been made by —, the said parties not being able to agree as to said allowance.

Given under my hand this — day of —, A. D. 19—. _____

Justice of the peace of said township.

No. 173.

CERTIFICATE BY FREEHOLDERS OF ALLOWANCE FOR KEEPING STRAY.

(Rev. Stats. § 6633.)

We, the undersigned, do hereby certify, under oath, that \$— is a just and reasonable allowance to — for keeping the stray taken up by —.

Sworn to before me and subscribed in my presence this — day of —, A. D. 19—. _____

Justice of the peace.

No. 174.

NOTICE OF SALE OF STRAY.

PUBLIC AUCTION OF STRAY.

I will offer for sale to the highest bidder, at public auction on the — day of —, A. D. 19—, at — o'clock — M. at —, (here describe animals) the same being strays and unclaimed, on the following terms, \$— cash, the balance in nine months, to be secured by an obligation in writing with two sufficient sureties thereon.

—
Constable of —Township.

No. 175.OBLIGATION TO SECURE BALANCE OF PURCHASE
PRICE OF STRAY.

(Rev. Stats. § 6635.)

Know all men by these presents, that we —, —, and —, of the Township of —, in the County of —, Ohio, are held and firmly bound unto —, treasurer of said township and his successors in office, in the sum of — dollars, (double the amount payable) to which payment well and truly to be made, we jointly and severally bind ourselves, our joint and several heirs, ex-ecutors, and administrators, firmly by these presents.

Dated this — day of —, A. D. 19—.

The condition of the above obligation is such that whereas, said — has this day purchased at constable's sale a certain stray (here describe stray) taken up by —, of said township for the sum of — dollars, on a credit of nine months. Now if the said — shall well and truly pay the said sum of — dollars, in nine months from this date, then this obligation shall be void: otherwise to be and remain in full force and virtue.

—
—
—

No. 176.

SHEEP CLAIM.

(Rev. Stats. § 4215.)

Presented to the Trustees of — Township,
 — County, O., at a REGULAR MEETING — 19—.

— County, Dr.

To —

For injury done by the killing or injury of sheep by dogs, as follows:

NUMBER OF		GRADE.	QUALITY.	VALUE.	NATURE OF INJURY.	AMOUNT OF INJURY.
Sheep.	Lambs.					

Total injury done, \$—

Deduction for carcasses or pelts sold or used, \$—

Net damages claimed, \$—

State of Ohio, }
 — County, } ss.
 — Township. }

—, being duly sworn, says that he is the owner of the sheep killed or injured as above stated;

(a)

.....

that the number and description thereof as above stated is true and correct; that said damage or injury occurred on the premises of —, in — Township, on the — day of —, 19—; that the damage claimed is just and reasonable; and further, that said injury was not caused in whole or in part by any animal kept or harbored by said owner or by an employe or tenant of said owner upon such owner's premises, and that he does not know whose animal committed such injury, or, if known, and such account reduced to judgment, could not be collected on execution.

—
 (Affiant's signature.)

Sworn to and subscribed before the trustees of said township
this — day of —, 19—.

Township trustee.

(a) If this affidavit is made by an employe or tenant then instead of preceding clause, write here "that sheep killed or injured as above stated were in his care as employe — tenant of the owner of the same."

QUESTIONS FOR WITNESS NUMBER ONE.

Q. 1. What is your name?

A. —.

Q. 2. Do you reside in the neighborhood of the claimant?

A. —.

Q. 3. Are you a freeholder?

A. —.

Q. 4. Are you related to the claimant in any way?

A. —.

Q. 5. Have you any interest, direct or indirect, in the ownership of the sheep or lambs killed or injured?

A. —.

Q. 6. Have you any interest, direct or indirect, in the claim for damage?

A. —.

Q. 7. Did you view the sheep or lambs killed and injured, and if so, when and where?

A. —.

Q. 8. Was the damage done in whole or in part by any animal kept or harbored by the claimant, or by an employe or tenant upon the claimant's premises?

A. —.

Q. 9. Do you know whose animal or animals committed such injury?

A. —.

Q. 10. Could a judgment for the injury, against the party owning the animal or animals, be collected on execution?

A. —.

Q. 11. Is the statement correct as to the number of sheep and lambs killed or injured?

A. —.

Q. 12. Is the statement correct, just and reasonable, as to the value of the sheep and lambs killed, and for the amount of damage to those injured?

A.—.

Q. 13. Could any value be attached to the carcasses or for the pelts of the sheep and lambs killed, and if so, how much each?

A.—.

The answers to the above questions are correct, as I verily believe.

(Affiant's signature.)

Sworn to and subscribed before the trustees of said township this ____ day of ____, 19__.

Township trustee.

QUESTIONS FOR WITNESS NUMBER TWO.

COPY QUESTIONS FOR WITNESS NUMBER ONE.

ADDITIONAL TESTIMONY.

.....
.....

The answers to the above questions are correct, as I verily believe.

(Affiant's signature.)

Sworn to and subscribed before the trustees of said township this ____ day of ____, 19__.

Township trustee.

TO THE COUNTY COMMISSIONERS
of ____ County, Ohio.

_____, 19__.

The within claim being duly presented at a regular meeting of the trustees of ____ Township, on the ____ day of ____, 19__, confirmed by parol testimony of the within named witnesses, disinterested freeholders of the neighborhood where the injury was done, we, the trustees of said township, being satisfied that

— said claim is correct and just, hereby allow said claim to amount stated below; and we hereby transmit the same to you with the testimony taken. Allowance to claimant (— dollars), \$—.

To — witness, fifty cents and — miles at five cents per mile,
Total, \$—.

To — witness, fifty cents and — miles at five cents per mile,
Total, \$—.

—, TOWNSHIP
—, TRUSTEES.
—,

CHAPTER V.

ANNUITIES.

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No. 177.

ANNUITY CONTRACT. (INSURANCE COMPANY.)

In consideration of the payment, in advance, of the sum of — dollars (\$—) and in further consideration of the agreements, statements and warranties made in the application for this contract, a true copy of which is hereto annexed marked “Exhibit A” and made a part hereof,

The — Insurance Company of — does hereby promise and agree to pay at — to — of — county of — and State of —, in each and every year during — lifetime, the sum of — dollars, (\$—), in — annual payments on the — day of —, the first payment of — dollars, (\$—) to be made on the — day of —, A. D. 19—, and subsequent payments to be made — annually thereafter so long as the said — shall live: The last payment to be such pro rata amount as shall have accrued to the time of the death of the said — from the time of the payment next preceding, and to be paid to — administrators, executors or assigns, upon the furnishing to said — Insurance Company of satisfactory proof of the death of the said — and the surrender of this agreement.

It is mutually agreed that if the date of the birth of the said — has been incorrectly stated in said application, this contract shall be null and void, and that satisfactory evidence that the said — is alive will be furnished to said — Insurance Company before each payment is made as aforesaid,

In witness whereof said The — Insurance Company has

executed this agreement at — by its President and Secretary
this — day of —, A. D. 19—.

The — Insurance Company.

By —, president.

—, secretary.

“EXHIBIT A.”

APPLICATION FOR ANNUITY.

- (1) Full name and address of applicant.
- (2) Full name and address of person to whom annuity is to be paid.
- (3) Full name and address of person on whose life annuity is to be issued.
- (4) Date of birth of person on whose life annuity is to be issued.
- (5) Place of birth of person on whose life annuity contract is to be issued.
- (6) Age of person on whose life annuity contract is to be issued.
- (7) Amount of annuity payable.
- (8) How annuity to be paid (annually, semi-annually, etc.).
- (9) Date of first payment of annuity.
- (10) Amount to be paid The — Insurance Company for the annuity.

I hereby warrant and agree that my answers to the foregoing questions are true and correct and that the same shall be the basis of the annuity contract hereby applied for: and I, for myself, my administrators, executors, or assigns, hereby authorize the payment of any and all money due thereunder to the person named above, and agree that the receipt of such party shall be a complete discharge from all the obligations under or by virtue of such annuity contract.

Dated at —, —, 19—.

In presence of

—

No. 178.

AGREEMENT TO PAY ANNUITY.

Know all men by these presents that I, A. B., of — Ohio, in consideration of the sum of one dollar (\$1.) and other valuable considerations, paid to me by C. D. of —, the receipt of which is hereby acknowledged, do hereby covenant and agree with the said C. D. that I will, during our joint lives, pay to him the sum of — dollars (\$—) per annum, in equal semi-annual payments of — dollars (\$—) each, on the first days of January and July of each and every year from the date hereof: and also, that I will, by last will and testament, or deed of settlement or otherwise, provide and secure to him the continued payment of said annuity, should said C. D. survive me, during the remainder of his natural life; to all of the engagements and obligations hereby assumed and undertaken I do bind myself and my heirs, executors and administrators firmly by these presents.

In witness whereof I have hereunto set my hand this — day of —, 19—.

A. B.
—

In the presence of
—

(Certificate of acknowledgment.)

No. 179.

BOND FOR PAYMENT OF ANNUITY.

Know all men by these presents, that we, A. B. of —, — County, Ohio, as principal, and C. D. of —, — County, Ohio, as surety, are held and firmly bound unto E. F. of — in the sum of — dollars, to be paid to the said E. F., his heirs, executors, administrators or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly by these presents.

Dated this — day of —, A. D. 19—.

The condition of this obligation is such, that whereas the said A. B. has, by an instrument in writing of even date herewith, promised and agreed to pay unto the said E. F., in each and

every year during the lifetime of said *E. F.*, the sum of — dollars, (\$—) in — annual payments on the — day of —, the first payment of — dollars (\$—) to be made on the — day of —, A. D. 19—, and subsequent payments to be made —annually thereafter so long as the said — shall live, the last payment to be such pro rata amount as shall have accrued to the time of the death of said *E. F.* from the time of the payment next preceding, and to be paid to said *E. F.*, his administrators, executors or assigns.

Now if the said *A. B.*, his heirs, executors or administrators, shall well and truly pay, or cause to be paid, all of said amounts at the times the same become due and payable, then the foregoing obligation shall be void; otherwise the same shall remain in full force and effect.

Signed and delivered in presence of

—,
—,

—
—

No. 180.

SATISFACTION OF ANNUITY, ENDORSED ON INSTRUMENT.

The terms of the within agreement have been fully performed to my satisfaction and the same is hereby discharged.

—, Ohio —, 19—.

CHAPTER VI.

APPRENTICES.

NOTE.

An apprentice is a person bound in form of law to a master, to learn from him his art, trade or business, and to serve him during the term of his apprenticeship.¹

“Who may be bound to service. Male persons within the age of twenty-one years and female persons within the age of eighteen years may be bound until they arrive at those ages respectively, or for any shorter period, to serve as clerk, apprentice or servant in manner herein provided.”²

Township trustees may bind out certain minors. The trustees of townships may bind out any orphan, destitute child, or the child of any person who fails to provide for such child.³

Execution of indentures of apprenticeship. The indenture or covenant of service shall be signed by the father; or in case of the death or inability of the father, by the mother or guardian, or, in case of an orphan or destitute child, by the trustees of the township, of the one part, and by the master or mistress of the other part.⁴

Must state minor's age. The indenture or covenant of service shall contain a statement of the age and time of service of the minor, and if such age is unknown, then it shall be inserted according to the best information; which age shall in relation to the term of service be deemed and taken as the true age of such minor.⁵

What covenants indenture must contain. The indenture or covenant by which a minor is bound shall contain a covenant on the part of the master or mistress, to send the minor to a common school for at least twelve weeks in each school year during the apprenticeship after the minor is eight years of age and, at the expiration of term of service, to furnish the minor with a new bible and two good suits of clothes; and all money or property stipulated to be paid by the master or mistress shall be secured to and for the sole use and benefit of the minor.⁶

To be recorded: when, and by whom. The master or mistress shall cause the indenture or covenant of service to be recorded within three months from the execution thereof, by the clerk of the township, or clerk of the municipal corporation where the master or

¹ Bouvier's Law Dictionary.

² Rev. Stats., § 3118.

³ Rev. Stats., § 3119.

⁴ Rev. Stats., § 3120.

⁵ Rev. Stats., § 3121.

⁶ Rev. Stats., § 3122.

mistress resides; and on failure to do so, the minor shall be discharged from service and the master or mistress remain liable for the payment of all property stipulated to be paid by the covenants.⁷

The record, and its effect. Such clerk shall record all indentures or covenants of service in a book to be by him provided for that purpose, indorse the date of the receipt and the time of recording thereof, and furnish certified copies thereof, when required, for which service he shall be entitled to receive ten cents for each hundred words, to be paid by the master or mistress, or if a certified copy is required to be paid by the person requiring the same; and a certified copy of the record of indenture shall be prima facie evidence of the existence and stipulations of the indenture.⁸

Rev. Stats., § 3123.

⁸ Rev. Stats., § 3124.

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No. 181.

INDENTURE OF APPRENTICESHIP.

(Rev. Stats. §§ 3120, 3121, 3122.)

This indenture made and concluded at —, Ohio, this — day of —, A. D. 19—, by and between A. B. and J. B., his son (or daughter), of the — of —, — County, Ohio, of the one part and E. F. of —, Ohio, of the other part, witnesseth:

That the said J. B., aged — years on the — day of —, 19—, voluntarily and with the consent of said A. B., his father, has bound and does hereby bind himself as an apprentice to the said E. F. to serve from the date of this indenture until the — day of —, 19—, to learn the trade and occupation of a —.

The said J. B. for himself and by his father, the said A. B., hereby covenants and agrees to and with the said E. F. that he shall well, faithfully, honestly and diligently serve the said E. F. during the term aforesaid; that he will keep all the secrets of the said E. F., that he will protect and preserve the property and goods of the said E. F. and in all things conduct himself as a faithful apprentice during said term.

The said E. F. hereby covenants and agrees to and with the

said A. B. and J. B. that he will use the utmost of his endeavors to teach and instruct the said J. B. or cause him to be instructed in said trade or occupation of a —; that he will furnish and provide the said J. B. with good and sufficient food, drink, lodging, clothing, washing and all other necessaries suitable for an apprentice during said term.

And the said E. F. further covenants and agrees to and with the said A. B. and J. B. that he will send the said J. B. to a common school for at least twelve weeks in each school year, after the said J. B. is eight years of age, and, at the expiration of said term of service that he will furnish the said J. B. with a new bible and two good suits of clothes.

In testimony whereof, the parties have hereunto set their hands the day and year first above written.

—
—
—

CHAPTER VII.

ARBITRATION AND AWARD.

NOTE.

Arbitration is the agreement of the parties to a controversy to submit to the determination of an unofficial third person or persons the matter or matters in controversy, followed by the decision of such third person or persons. The agreement to submit is termed the *submission* and the decision is termed the *award*.

Statutory Arbitration. Provisions for the arbitration of controversies are contained in the Ohio Statutes,¹ permitting the submission to be made a rule of a court of record;² arbitration bonds to be exchanged;³ the award to be filed in court;⁴ and judgment to be entered thereon as on the verdict of a jury.⁵

The statutory provisions, however, do not abrogate the right of common law arbitration, which still exists.⁶ To constitute a "statutory arbitration" and to entitle the award to the benefits thereof, the submission and proceedings of the arbitrators must substantially conform to the statute.⁷

Defects in submission and proceedings, barring award from benefits of statute. Failure of the submission, or proceedings of the arbitrators, to conform to the statute in the following particulars has been held to bar the award from the benefits of the statute; omission to name all of the arbitrators in the submission bond;⁸ the omission of the submission bond to specify the time and place of hearing; and the failure of the arbitrators to be sworn;⁹ a requirement in the submission that the award must be unanimous;¹⁰ and omission of the award to show that the arbitrators met at the time and place specified in the submission.¹¹ But a submission, not conforming to the statute, and invalid as a statutory submission, may nevertheless

¹ Rev. Stats., §§ 5601 to 5613.

² Rev. Stats., § 5601.

³ Rev. Stats., § 5602.

⁴ Rev. Stats., § 5608.

⁵ Rev. Stats., § 5609.

⁶ *Railway Co. v. Burke*, 54 Ohio St. 98 (120).

⁷ *Railway Co. v. Burke*, 54 Ohio St. 98 (120); *Western Female Seminary v. Blair*, 1 Disney 370.

⁸ *Western Female Seminary v. Blair*, 1 Disney 370; *Estes v. Phillips*, 2 Cin. S. C. R. 3; Rev. Stats., § 5602.

⁹ *Estes v. Phillips*, 2 Cin. S. C. R. 3.

¹⁰ Rev. Stats., § 5607. *Windisch v. Hildebrandt*, 5 W. L. B. 415. See *Railway Co. v. Burke*, 54 Ohio St. 98.

¹¹ *Strum v. Cunningham*, 3 Ohio 286.

constitute a common law submission and an award based thereon may be valid and binding on the parties.¹²

Arbitration at common law. The award rendered in a common law arbitration "has no judicial force. It operates neither as a judgment nor as the verdict of a jury. The failure to perform it may constitute a cause of action or its performance may furnish a good defense in a subsequent suit between the parties on the same subject matter. But no judicial action can be had upon it without pleadings as in other cases."¹³

In a common law arbitration, the award of the arbitrators must be unanimous; a majority being without power to make a valid award.¹⁴

When a statutory submission has been made and the arbitrators have been sworn, the submission becomes irrevocable,¹⁵ except by consent of both parties,¹⁶ but at common law either party may revoke the submission before the award is completed.¹⁷ Notice of the time and place of hearings must be given to the parties,¹⁸ but the arbitrators may meet for consultation and decision without giving notice.¹⁹

Who may submit to arbitration. The general rule is that any person who may be a party to an action may submit the controversy to arbitration. An executor or administrator may submit to arbitration a disputed claim against the estate which he represents;²⁰ a municipal corporation may submit to arbitration;²¹ and one partner may bind his firm by an agreement for submission.²²

Oath. The oath to the witnesses must be administered by a judge or justice of the peace, and perjury cannot be assigned on the testimony of a witness where the oath is administered by a notary public.²³

The award. The award must conform to the terms of the submission,²⁴ and should be so explicit and descriptive that the rights and duties of each party are no longer matters of doubt or dispute.²⁵

At common law an award cannot be impeached except for fraud in the arbitrators, or in the parties, or such manifest mistake as naturally works a fraud.²⁶

Where the award conforms to the submission, the "opinion" of

¹² *Estes v. Phillips*, 2 Cin. S. C. R. 3; *Railway Co. v. Burke*, 54 Ohio St. 98 (121).

¹³ *Childs v. Updyke*, 9 Ohio St. 333 (337).

¹⁴ *Rhodes v. Baird*, 16 Ohio St. 573; *Lowe v. Brown*, 22 Ohio St. 463.

¹⁵ *Carey v. Commissioners*, 19 Ohio 245; *Commissioners v. Carey*, 1 Ohio St. 463.

¹⁶ *Rogers v. Weaver*, 5 Ohio 536.

¹⁷ *Western Female Seminary v. Blair*, 1 *Disney* 370 (377); *Hunt v. Guilford*, 4 Ohio 311.

¹⁸ *Hubbel v. Baldwin*, *Wright* 86.

¹⁹ *Ormsby's Admrs. v. Bakewell*, 7 Ohio (Pt. 1) 98.

²⁰ *Childs v. Updyke*, 9 Ohio 333; *Bradstreet v. Pross*, 11 W. L. B. 117.

²¹ *Springfield v. Walker*, 42 Ohio St. 543.

²² *Wilcox v. Singletary*, W. 420.

²³ *State v. Jackson*, 36 Ohio St. 281; *Rev. Stats.*, § 5066.

²⁴ *Hanna v. Dages*, 1 N. P. (N. S.) 305.

²⁵ *Thomas v. Molier*, 3 Ohio 266.

²⁶ *Corrigan v. Rockefeller*, 67 Ohio St. 354; *Ormsby's Admrs. v. Bakewell*, 7 Ohio (Pt. 1) 99.

the arbitrators citing reasons for their decision, not made a part of the award nor required by the submission, is not competent evidence to impeach the award.²⁷

Under the statute an award can be set aside only (1) if legal defects appear in the award or other proceedings, or (2) if it be made to appear on oath, at the term of the court at which the award and arbitration bond are filed, that the award was obtained by fraud, corruption, or undue means, or that the arbitrators or umpire misbehaved.²⁸

A bill of exceptions cannot be taken before the arbitrators and the case reviewed thereon.²⁹

²⁷ *Corrigan v. Rockefeller*, 67 Ohio St. 354.

²⁹ *Springfield v. Walker*, 42 Ohio St. 543.

²⁸ *Springfield v. Walker*, 42 Ohio St. 543; Rev. Stats., § 5611.

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No. 182.

BOND FOR STATUTORY SUBMISSION.

(Rev. Stats. §§ 5601 to 5613.)

Know all men by these presents, that I, A. B. of —, —
county, Ohio, am held and firmly bound unto C. D. of —, —

county, Ohio, in the sum of —— dollars, (\$——) to be paid to the said C. D., his heirs, executors, administrators or assigns, to which payment well and truly to be made I bind myself, my heirs, executors and administrators, and every one of them firmly by these presents.

Dated this —— day of ——, A. D. 19—.

The condition of this obligation is such that whereas, a controversy exists between said A. B. and C. D. concerning . . . and, whereas, both said A. B. and C. D. desire that said controversy and all matters relating thereto be submitted to arbitration pursuant to the statutes of Ohio governing arbitration, and whereas, to that end, the said A. B. and C. D. have agreed and do hereby agree as follows:

(1) That said controversy and all matters relating thereto shall be submitted to E. F., G. H. and I. J., as arbitrators, who shall arbitrate, award, order, judge and determine of and concerning the same.

(2) That said arbitrators, and all witnesses for either party examined by said arbitrators, shall be under oath, administered to them by any judge or justice of the peace of said —— County, Ohio.

(3) That this submission shall be made a rule of the court of common pleas of —— County, Ohio.

(4) That the hearing before said arbitrators shall be commenced on the —— day of ——, A. D. 19—, at —— o'clock — M. at the office of ——, in the city of ——, and that said hearing may be adjourned by the arbitrators from time to time until a conclusion is reached, but an award shall be made within —— days from the date hereof.

(5) That said award shall be in writing and signed by the arbitrators, or a majority of them, and that a true copy thereof shall, without delay, be delivered by said arbitrators to each of the parties in interest.

(6) That if either of said parties neglect or refuse to comply with said award, the other party may file the same, together with this bond, with the clerk of said court of common pleas of —— County, Ohio, and may have judgment of said court and execution thereon as in other cases.

(7) That each of the parties herein shall be entitled to all the rights and privileges of exceptions to said award and proceedings provided by the statutes of Ohio governing arbitration: and the same shall be conducted in all respects in accordance with the provisions of said statutes.

(8) That said arbitrators shall tax the costs of arbitration including the fees of such arbitrators, and shall include the same in said award.

Now, if the said A. B. shall faithfully comply with and perform the award of said arbitrators, then the above obligation shall be void, otherwise the same shall be and remain in full force and effect.

Signed and delivered in presence of

—
—

A. B.

C. D.

NOTE.

The reciprocal bond given by C. D. to A. B. should be in the foregoing form, with appropriate substitution of names, and in a proper case, of the amount.

No. 183.

BOND FOR STATUTORY SUBMISSION OF PENDING ACTION.

(Follow the foregoing form No. 182 to and including the words "The condition of this obligation is such, that.")

whereas an action is now pending in the court of common pleas of — County, Ohio, wherein the said A. B. is plaintiff and the said C. D. is defendant, being cause number — on the docket of said court and,

whereas, both parties to said action desire that all the issues of law and fact therein be submitted to arbitration, pursuant to the provisions of the statutes of Ohio governing arbitration, and whereas, to that end the said A. B. and C. D. have agreed and do hereby agree as follows:

(1) That the issues of law and fact joined between the parties in said action shall be submitted to E. F., G. H. and I. J. as arbitrators, who shall arbitrate, award, order, judge and determine of and concerning the same, upon the plead-

ings which have been heretofore, or may be hereafter, filed therein, and upon such competent evidence as said parties may produce before them.

(Follow form § 182 (2) to the end.)

No. 184.

STATUTORY SUBMISSION OF CONTROVERSY OVER BUILDING CONTRACT.

(Follow form No. 182 to and including the words "the condition of this obligation is such, that.")

whereas, by a written contract made on the — day of —, A. D. 19—, the said A. B. agreed to build a dwelling house for said C. D., and whereas, a controversy exists between said A. B. and C. D., (1) as to whether the said A. B. is entitled to payment for certain extra work and materials not provided for in said contract, (2) as to the value of such work and materials and (3) as to whether the said C. D. is entitled to damages for defective work and materials.

And whereas, both said A. B. and C. D. desire that said controversy. . . .

(Continue as in form § 182 to the end.)

No. 185.

COMMON LAW SUBMISSION; SHORT FORM.

We hereby mutually agree to submit all our matters in controversy, of every name and kind, to E. F. as arbitrator: the said arbitrator to hear and determine the same and make his award in writing on or before the — day of —, A. D. 19—.

In witness whereof we have hereunto set our hands this — day of —, A. D. 19—.

A. B.

C. D.

No. 186.

COMMON LAW SUBMISSION OF ALL CONTROVERSIES.

This agreement made this — day of —, A. D. 19—, by and between A. B., of —, and C. D., of —, witnesseth: that whereas, controversies now exist, and for a long time have existed, between said A. B. and C. D. upon divers subjects, and

whereas, it is the mutual desire of said parties to submit the same to arbitration,

now therefore, the said A. B. and C. D. do hereby mutually covenant and agree, to and with each other, to submit all and all manner of actions, cause and causes of actions, suits, controversies, claims, and demands whatsoever, now pending, existing or held by and between them, to E. F. and G. H. and a disinterested third person who shall be selected by said E. F. and G. H., as arbitrators, who or any two of whom shall arbitrate, award, order, judge and determine of and concerning the same. And said A. B. and C. D. do mutually covenant and agree to and with each other that the award made by said arbitrators shall be well and faithfully kept, observed and performed by the parties hereto and by each of them.

Said award shall be made in writing, signed by said arbitrators and a true copy thereof delivered to each of the parties hereto within — days from the date hereof. Said arbitrators may in said award tax the costs of this arbitration including the reasonable fees of the arbitrators.

In witness whereof we have hereunto set our hands this — day of —, A. D. 19—.

Signed and delivered in presence of

—
—

A. B.
C. D.

No. 187.

NOTICE OF HEARING BEFORE ARBITRATORS.

In re arbitration
proceedings between }
A. B. and C. D. }

To A. B. and C. D.

You are hereby notified that a hearing in the above entitled arbitration proceeding will be had before the undersigned, as arbitrators, at the office of — in the city of —, — County, Ohio, on the — day of —, A. D. 19—, at — o'clock — M.

—, Ohio.
—, 19—.

E. F.
G. H.
I. J.
Arbitrators.

No. 188.

REVOCATION OF SUBMISSION.

In re arbitration
 proceedings between }
 A. B. and C. D.

To E. F., G. H. and I. J., arbitrators:
 Gentlemen:

Please take notice that I hereby revoke your authority and powers as arbitrators under the submission made to you by C. D. and myself in writing and dated the — day of —, A. D. 19—.

—, Ohio, —, 19—.

Yours respectfully,

A. B.

No. 189.

NOTICE OF REVOCATION TO ADVERSE PARTY.

In re arbitration
 proceedings between }
 A. B. and C. D.

To C. D.

Dear Sir:

You are hereby notified that I have this day revoked the authority of E. F., G. H. and I. J. as arbitrators, under the submission made by us in writing and dated the — day of —, A. D. 19—.

—, —, Ohio, 19—.

Yours respectfully,

A. B.

No. 190.

RULE ON STATUTORY SUBMISSION.

(Rev. Stats. §§ 5601-5602.)

In re arbitration
 proceedings between } Rule.
 A. B. and C. D.

By agreement of the parties to the above entitled proceedings, the matters in controversy between them concerning — are

submitted to E. F., G. H. and I. J. as arbitrators, who shall arbitrate, award, order, judge and determine of and concerning the same, in accordance with the provisions of the arbitration agreement (or bond) filed herein.

NOTE.

If an action is pending, the caption of the cause should be given instead of the above title.

No. 191.

OATH TO ARBITRATORS.

You and each of you do solemnly swear, in the presence of Almighty God, that you will well and honestly decide the matters in controversy between A. B. and C. D. to be submitted to you as arbitrators, and that you will make and render a fair and impartial award: so help you God.

No. 192.

AFFIRMATION TO ARBITRATORS.

You and each of you do solemnly and sincerely declare and affirm that you will well and honestly decide the matters in controversy between A. B. and C. D. to be submitted to you as arbitrators, and that you will make and render a fair and impartial award; and this you do under the pains and penalties of perjury.

No. 193.

OATH TO WITNESSES.

You do solemnly swear in the presence of Almighty God that the testimony you shall give to E. F., G. H., and I. J., arbitrators, concerning the matters submitted to their determination by A. B. and C. D. shall be the truth, the whole truth and nothing but the truth, as you will answer to God.

No. 194.

AFFIRMATION TO WITNESSES.

You do solemnly and sincerely declare and affirm that the testimony you shall give to E. F., G. H., and I. J., arbitrators, con-

certain matters submitted to their determination by A. B. and C. D. shall be the truth, the whole truth, and nothing but the truth, and this you do under the pains and penalties of perjury.

NOTE.

The oath must be administered by a judge or justice of the peace of the county. It cannot be administered by a notary public or by the arbitrators. Rev. Stats. § 5606: State v. Jackson, 36 Ohio St. 281.

No. 195.

AGREEMENT EXTENDING TIME OF MAKING AWARD.

In re arbitration
proceedings between }
A. B. and C. D. }

It is mutually agreed by and between the parties to the above entitled proceeding that the time for making the award therein be and is hereby extended until the — day of —, A. D. 19—.

Dated this — day of —, A. D. 19—

A. B.
C. D.

No. 196.

AWARD ON STATUTORY SUBMISSION.

In re arbitration
proceedings between } Award
A. B. and C. D. }

This award of E. F., G. H., and I. J., in the above entitled proceeding, witnesseth:

(1) That heretofore to wit on the — day of —, A. D. 19—, A. B. and C. D. entered into an agreement in writing (or exchanged arbitration bonds) binding themselves to submit (here state the matters submitted) to the determination and award of said E. F., G. H., and I. J. as arbitrators.

(2) That the said E. F., G. H., and I. J. met on the — day of —, A. D. 19—, at — o'clock —M., at the office of — in the City of —, being the time and place specified in said arbitration agreement (or bonds). That at said time and place the said A. B. (with — his attorney

and counsel,) and C. D. (with —, his attorney and counsel,) appeared before said arbitrators, when the arbitrators in the presence of said parties, took the oath required by the laws of Ohio and said arbitration agreement (or bonds), said oath being administered by —, justice of the peace in and for — Township, — County, Ohio.

(3) That thereupon at said time and place the parties proceeded in due order with the introduction of their testimony, the hearing being adjourned from time to time, to wit, to the — day of —, A. D. 19—, and to the — day of —, A. D. 19—.

That all witnesses before testifying took the oath required by the laws of Ohio, the same being administered by —, justice of the peace in and for — Township, — County, Ohio.

(4) That upon the conclusion of the testimony the parties were fully heard in argument and on or about the — day of —, A. D. 19—, the case was submitted by the parties and the arbitrators took the matter under advisement.

(5) That said hearings were conducted in accordance with said agreement of submission (or arbitration bonds) and in all respects in accordance with the statutes of Ohio governing arbitration.

(6) That said arbitrators having fully considered all the matters and things submitted to them and having considered the evidence submitted (and the arguments of counsel) and being fully advised in the premises do hereby make and declare this as their award, to wit:

(7) They find and determine. . . .

(8) They find and determine that the costs of this arbitration including the fees of said arbitrators, to be as follows: . . .

Signed in duplicate at —, this — day of —, A. D. —.

E. F.,

G. H.,

I. J.

No. 197.

AWARD ON COMMON LAW SUBMISSION.

In re arbitration
 proceedings between } Award.
 A. B. and C. D. }

We, E. F., G. H., and I. J., to whom, as arbitrators, were submitted certain matters in controversy between A. B. and C. D. as will more fully appear by reference to the written agreement of submission executed by said parties on the — day of —, A. D. 19—, after having heard the allegations, proofs and arguments of the said parties, and after due deliberation thereon, do make this award in writing, to wit:—

Signed in duplicate at —, this — day of —, A. D. 19—.
 E. F.,
 G. H.,
 I. J.

No. 198.

RECEIPT FOR COPY OF AWARD.

In re arbitration
 proceedings between }
 A. B. and C. D. }

I hereby accept and acknowledge service and delivery of a copy of the award of E. F., G. H., and I. J., arbitrators, in the above entitled proceedings, this — day of —, A. D. 19—.
 A. B.

No. 199.

JUDGMENT ON AWARD FOR THE PAYMENT OF MONEY.

(Rev. Stats. § 5609.)

In re arbitration
 proceedings between }
 A. B. and C. D. }

Now comes the said A. B. and having before this term of court filed an arbitration bond executed by and between the said A. B. and the said C. D. and also a copy of the award of the arbitrators thereunder; and it appearing to the court that all the conditions of the said bond have been complied with, and that a copy of

said award has been duly delivered to the said C. D., who neglects and refuses to comply with the same; and the sum of — dollars (\$—) having been by said arbitration awarded to the said A. B., which sum is due and payable from the said C. D., it is therefore considered by the court that the said A. B. recover from the said C. D. said sum of — dollars (\$—), so awarded to him, together with his costs in this proceeding.

No. 200.

JUDGMENT FOR PERFORMANCE OF AWARD OTHER THAN FOR THE PAYMENT OF MONEY.

(Rev. Stats. § 5610.)

In re arbitration
proceedings between }
A. B. and C. D. }

Now comes the said A. B. and having before this term of court filed an arbitration bond duly executed by and between himself and the said C. D. and also a copy of the award of the arbitrators thereunder; and it appearing to the court that all the conditions of said bond have been complied with, and that a copy of said award has been duly delivered to the said C. D., who neglects and refuses to comply with the same, and it having been by said arbitration awarded and determined that the said C. D. (here state acts to be performed by C. D.) it is therefore ordered, adjudged and decreed by the court that unless the said C. D. within — days perform and fulfil the said matters on his part to be performed and fulfilled in accordance with said award, an order will be permitted to issue directing the said C. D. to appear before this court to show cause why an attachment as for a contempt should not issue against him for said disobedience.

CHAPTER VIII.

ASSIGNMENTS.

NOTE.

Assignment is the transfer of property, real or personal, or of some interest or right therein. When applied to real property the term usually refers to the transfer of a particular estate or interest.

What is assignable. **Choses in action.** All choses in action which survive the original owner and pass to his executor or administrator may, as a general rule, be assigned by the owner during his lifetime.¹

Part of an entire demand is not assignable so as to vest the legal title in the assignee, and such an assignment cannot be recognized or enforced at law, except with the consent of the debtor.² But the rights of such an assignee may be enforced in equity in a proper proceeding to which all interested persons are parties, regardless of the consent of the debtor.³

Wages or salary to be earned under an existing employment may be assigned, if the relation between the employe and employer is such that the employe may reasonably be expected to earn the amount specified in the assignment;⁴ but an assignment of wages to be earned under a contract of employment not yet in existence is void, as such earnings are a mere expectancy not coupled with any present interest.⁵

Contract rights other than choses in action may be assigned, pro-
the original parties to the contract, and such assignment is not
viding such rights and the reciprocal obligations are not personal to
against public policy or is not expressly prohibited by statute.

An executory contract to grade streets for a municipal corporation,⁶ and an executory contract for state printing,⁷ may be assigned by the contractor. A contract for freight rates made by a railway company may be assigned by the shipper.⁸

¹ Grant v. Ludlow, 8 Ohio St. 1 (38).

² Stanberry v. Smythe, 13 Ohio St. 495 (501); Railway Co. v. Lima Ry. Supply Co., 6 C. C. (N. S.) 429; 27 C. C. 808.

³ Railway Co. v. Volkert, 58 Ohio St. 362; Robbins v. Klein, 60 Ohio St. 199 (202); Bonham v. Mersman, 45 W. L. B. 12.

⁴ Porter v. Dunlap, 17 Ohio St. 591;

Brooks Company v. Tolman, 6 C. C. 137 (N. S.); aff. 74 O. S. 427; Rodijkheit v. Andrews, 74 O. S. 104.

⁵ Tolman v. Hyndman Steel Roofing Co., 6 N. P. 467.

⁷ Banks v. DeWitt, 42 Ohio St. 263.

⁸ Ernst v. Kunkle, 5 Ohio St. 521.

⁶ Himrod Furnace Co. v. Railroad Co., 22 Ohio St. 451.

Tort action. Causes of action for injuries to the person or property, or for deceit or fraud are assignable.⁹ An order for alimony pendente lite may be assigned by the party in whose favor the same is made.¹⁰

What is not assignable. **Contracts involving personal trust and confidence.** An executory contract for personal services to be paid for as performed cannot be assigned by the employer without the assent of the employe.¹¹ An executory contract entered into by one party relying upon the solvency, character or responsibility of the other party is not assignable.¹²

Personal rights created by statute. Exemptions. Those exemption from execution which depend upon selection of property by the debtor are strictly personal to the debtor and cannot be assigned by him.¹³

Mechanics' Lien. The right to acquire a mechanics' lien is personal to the person performing labor or furnishing materials and cannot be assigned,¹⁴ but the affidavit for such lien may be filed by the person performing labor or furnishing material, although the claim has been assigned by him;¹⁵ and such lien inures to the benefit of the assignee, and may be foreclosed by him.¹⁶

The salary or fees of a public officer cannot be assigned before they are earned.¹⁷

How made. Although a writing is usual and prudent, a verbal assignment is valid, and conveys a good title,¹⁸ except in the case of certain kinds of property specially provided for by statute.

The following are required by statute to be in writing: assignments of leasehold and other interests in land,¹⁹ and assignments of a patent or an interest therein.²⁰

The assignment of a mortgage must be recorded on the margin of the record of the mortgage.²¹

⁹ Rev. Stats., § 4975; *Grant v. Ludlow*, 8 Ohio St. 1; *Hall v. Railroad Co.*, 1 Disney 58.

¹⁰ Rev. Stats., § 5701.

¹¹ *Chapin v. Longworth*, 31 Ohio St. 421.

¹² *Harper v. Dalzell*, 27 W. L. B. 274. See *Railroad Co. v. Hinsdale*, 45 Ohio St. 556.

¹³ *Conley v. Chilcote*, 25 Ohio St. 320 (324); *McComb v. Thompson*, 42 Ohio St. 139.

¹⁴ *Hamilton v. Stillwaugh*, 11 C. C. 182; contra *Farmers L. & T. Co. v. Railroad Co.*, 21 W. L. B. 275.

¹⁵ *Standard Oil Co. v. Sowden*, 55 Ohio St. 332.

¹⁶ *Standard Oil Co. v. Sowden*, 55 Ohio St. 332; *Railway Co. v. McCoy*, 42 Ohio St. 251; *Victoria Bldg. Assn. v. Kelsey*, 11 W. L. B. 38.

¹⁷ *Burch v. Harte*, 1 N. P. (N. S.) 477.

¹⁸ *Robbins v. Klein*, 60 Ohio St. 199 (205-206); *Gamble v. Carlisle*, 3 N. P. 279. In assigning book accounts no writing is necessary; delivery of the bills is sufficient.

Fourth N. B. v. Flack, 1 N. P. 219.

A certificate of stock in a corporation may be assigned by delivery without endorsement or other writing. *Lawler v. Kell*, 4 N. P. 218.

¹⁹ Rev. Stats., § 4198.

²⁰ *Blakeney v. Goode*, 30 Ohio St. 350; but an equitable interest or interest in the proceeds of the sale of a patent may be assigned by parol, *ib.*

²¹ *Penney v. Bank*, 71 Ohio St. 173; Rev. Stat., § 4135.

Notice. As between the assignor and assignee of a chose in action it is not necessary to give notice to the debtor. Assignment without notice passes a perfect title to the chose in action even against attaching creditors of the assignor whose orders of garnishment are served on the assignor before he receives notice, providing such notice is given before the money is paid over.²² But as between the assignee and the debtor, notice is necessary. If the debtor, without notice of the assignment, pays the debt to the assignor, or pays a subsequent assignee without notice, such payment is a complete defense. This rule applies to the assignment of a judgment as well as to other choses in action.²³

²² Milligan v. Bank, 4 C. C. (N. S.) 374; Copeland v. Manton, 22 Ohio St. 585; 16 Cir. Dec. 136; Copeland v. Manton, 22 Ohio St. 398 (401); Wirtz v. Leigh, 2 Cleveland L. R. 89; Gamble v. Carlisle, 3 N. P. Moses, 2 W. L. B. 419. . 279.

²³ Miller v. Railroad Co., 60 Ohio St.

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No. 201.

SHORT FORM OF ASSIGNMENT, ENDORSED ON
INSTRUMENT.

For value received I hereby sell, assign, transfer and set over the within (name of instrument) to —.

—, Ohio, —, 19—.

No. 202.

ASSIGNMENT OF AN ACCOUNT ENDORSED ON COPY.

For value received I hereby sell, assign, transfer and set over unto *C. D.* the account for (state consideration, *as*, goods, wares and merchandise sold and delivered) of which the foregoing (or within) is a true copy with all credits thereon, on which is justly due from *E. F.* the sum of \$—.

—, Ohio, A. D. 19—.

A. B.

NOTE.

When this form is used the account should be itemized. The statement of a balance is not an account. *McWilliams v. Allan*, 45 Mo. 573.

No. 203.

ASSIGNMENT OF CLAIM WITH COVENANT AS TO
AMOUNT DUE.

For value received I hereby sell, assign, transfer and set over unto *C. D.* a certain debt due from *E. F.* for (state consideration, *as*, work and labor performed and services rendered to said *E. F.*, or, goods, wares and merchandise sold and delivered to said *E. F.*) amounting to the sum of \$— (x).

I hereby covenant with said *C. D.* that said sum of \$— is justly due from said *E. F.* and that I have not done and will not

do any act to hinder, delay or prevent the collection of the same by said C. D.

—, Ohio, —, 19—.

(Signed)

No. 204.

ASSIGNMENT OF CLAIM WITH GUARANTY OF PAYMENT.

(Follow form No. 203 to (x) and then add):

And on the consideration aforesaid, I hereby guarantee the payment of said sum.

—, Ohio, —, 19—.

No. 205.

ASSIGNMENT OF CLAIM FOR UNLIQUIDATED DAMAGES.

For value received I hereby sell, assign and transfer unto *C. D.* any and all sums of money now due and owing to me, and all claims, demands, choses in action, and cause or causes of action of whatever kind and nature, which I have had or now have against *E. F.*, arising and growing out of (state basis of claim).

In witness whereof I have hereunto set my hand this — day of —, 19—.

In presence of

—.

No. 206.

ASSIGNMENT OF PART OF CLAIM ON WHICH SUIT IS PENDING.

—, Ohio, —, 19—.

For value received I hereby sell, assign and transfer all my right, title and interest to the extent of — dollars (\$—) in and to the claim which I have on account against *E. F. & Co.*, of —, for goods, wares and merchandise sold and delivered said *E. F. & Co.*, to *C. D.* of —, this said assignment to be the first and best lien on the proceeds of said claim upon which

suit has been brought in the court of common pleas of — County, Ohio.

—.

No. 207.

ASSIGNMENT OF MORTGAGE, SHORT FORM, EN-
DORSED ON INSTRUMENT.

—, Ohio, —, 19—.

For value received I hereby sell, assign, and transfer unto — the within mortgage together with the note (or bond) secured thereby.

—

NOTE.

When made in writing on the original mortgage, or on the margin of the record thereof, the assignment need not be witnessed or acknowledged. Rev. Stats. § 4135.

No. 208.

ASSIGNMENT OF MORTGAGE AND NOTE; LONG
FORM.

Know all men by these presents, that I, *A. B.* of —, for the consideration of — dollars (\$—) received to my full satisfaction of *C. D.*, do hereby sell, assign, transfer and set unto the said *C. D.*, his executors, administrators and assigns, a certain mortgage deed bearing date the — day of —, 19—, executed and delivered to me by *E. F.* and recorded in volume —, page —, of — County records on the — day of —, 19—, at — o'clock — M., together with the promissory note (or bond) secured thereby and referred to therein; and all sums of money due and to become due thereon.

And I do covenant with the said *C. D.*, his executors, administrators and assigns, that the sum of \$— is owing and unpaid on said note and mortgage, and that I have good right to sell and assign the same (x).

In witness whereof I have hereunto set my hand the — day of —, A. D. 19—.

In presence of

—.
—.

—.

(Certificate of acknowledgment, form No. 1.)

No. 209.

ASSIGNMENT OF MORTGAGE AND NOTE AS COL-
LATERAL SECURITY FOR NOTE.

(Follow form No. 208 to (x) and then add):

The condition of this assignment is such, that, whereas, the said A. B. has executed and delivered to the said C. D. his certain promissory note dated —, 19—, for the sum of \$— with interest at 6 per cent. per annum and due on the — day of —, 19—.

Now if the said A. B. shall well and truly pay the aforesaid promissory note according to the tenor thereof to the said C. D., or his assigns, then the above assignment shall be void, otherwise to remain in full force and effect.

In witness whereof I have hereunto set my hand the — day of —, A. D., 19—

In presence of

—,
—.

—,

(Certificate of acknowledgment, form No. 1.)

No. 210.

ASSIGNMENT OF MORTGAGE AND NOTE AS COL-
LATERAL SECURITY FOR ACCOMMODATION
ENDORSEMENT.

(Follow form No. 208 to (x) and then add):

The condition of this assignment is such that, whereas, the said C. D. has, for the accommodation of the said A. B., endorsed a certain promissory note, made by the said A. B. to one G. H., bearing date the — day of —, 19—, for \$— with interest at 6 per cent. per annum, and due on the — day of —, 19—.

Now if the said A. B. shall well and truly pay said promissory note according to the tenor thereof to said G. H., and shall save the said C. D. harmless therefrom, then the above assignment shall be void, otherwise to remain in full force and effect.

In witness whereof I have hereunto set my hand the — day of —, A. D. 19—.

In presence of

—,
—.

—.

(Certificate of acknowledgment, form No. 1.)

No. 211.

ASSIGNMENT OF STOCK IN CORPORATION ENDORSED ON CERTIFICATE.

For value received — hereby sell, assign and transfer unto —, the shares of capital stock represented by the within certificate, and do hereby irrevocably constitute and appoint —, — attorney to transfer the same on the books of the within named corporation, with full power of substitution and revocation.

Dated, —, 19—

—.

In presence of

—.

No. 212.

ASSIGNMENT OF STOCK IN CORPORATION.

Know all men by these presents that I, A. B., for value received, do hereby bargain, sell, assign and transfer to C. D., — shares of the stock of The — Company, standing in my name on the books of said company and I do hereby constitute and appoint said C. D. my true and lawful attorney, irrevocable, for me, and in my name, place and stead, to sell, assign, transfer and set over, all or any part of said stock, and for that purpose to make and execute all necessary acts of assignment and transfer, and one or more persons to substitute, with like full power, hereby ratifying and confirming all that my said attorney, or his substitute or substitutes, shall lawfully do, or cause to be done, by virtue hereof.

In witness whereof I have hereunto set my hand (and seal) this — day of —, 19—.

Signed, sealed and delivered
in presence of

A. B. [SEAL]

—,
—.

(Certificate of acknowledgment, form No. 1.)

No. 213.ASSIGNMENT OF STOCK IN CORPORATION,
ANOTHER FORM.

For value received I hereby sell, assign, transfer and set over unto C. D. — shares, of the par value of \$— each, of the capital stock of The — Company, a corporation duly organized and existing under the laws of Ohio, with its principal office and place of business at —, Ohio.

And I further promise and agree that, on request of the said C. D., or his assigns, I will execute any instrument necessary to vest in him or them the legal title to said shares, or to enable him or them to receive certificates representing the same.

—, Ohio, —, 19—.

In presence of

—.

No. 214.ASSIGNMENT OF SHARES OF STOCK IN CORPORATION
SUBJECT TO PLEDGE.

For value received (*or*, In consideration of — dollars (\$—) the receipt of which is hereby acknowledged) I hereby sell, assign, transfer and set over unto C. D. — shares, of the par value of \$— each, of the capital stock of The — Company, a corporation organized and existing under the laws of Ohio, with its principal office and place of business at —, Ohio, subject, however, to the claim and lien of The — Bank thereon, which holds in its possession certificate No. — representing said shares, as collateral security for a promissory note for \$— with interest at — per cent. per annum from —, 19—.

And I further promise and agree that on request of the said C. D. I will execute any instrument necessary to vest in him the legal title to said shares, and I hereby irrevocably constitute and appoint — my attorney to transfer the said shares on the books of said corporation, with full power of substitution and revocation.

—, Ohio, —, 19—.

In presence of

—.

No. 215.

ASSIGNMENT OF SALARY, EARNED AND UNEARNED.

This agreement made this — day of —, 19—, by and between A. B. of —, Ohio, and C. D. of —, Ohio, witnesseth:

That the said A. B. for a valuable consideration, the receipt of which is hereby acknowledged, hereby sells, assigns, transfers and sets over unto the said C. D. all moneys now due, and all moneys which may hereafter become due him as salary or wages from E. F. & Co., his employer, between the date hereof and the — day of —, 19—.

That the said A. B. may collect said salary as agent for said C. D. from said E. F. & Co., as the same becomes due, provided and on condition that the said A. B. shall pay the same to said C. D. on or before one day after the same becomes due.

That on failure of said A. B. to so pay over said salary to said C. D. the authority of said A. B. to collect the same as agent of said C. D. shall be revoked and the said C. D. shall thereafter have the sole right to collect said moneys.

In witness whereof we have hereunto set our hands this — day of —, 19—

—,
—.

No. 216.

ASSIGNMENT OF A JUDGMENT.

State of Ohio,	} ss. In the Court of Common Pleas.
— County.	
A. B.,	} Execution Docket No. —, Page —.
Plaintiff,	
v.	
E. F.,	
Defendant.	} Judgment rendered —, 19—, \$—.
	} Costs, \$—.

For value received, I hereby sell, assign, transfer and set over unto C. D., his executors, administrators and assigns, the judgment above described. I hereby covenant that said judgment is now in full force and effect and that the sum of \$— with interest from the — day of —, 19—, is now due thereon.

In witness whereof I have hereunto set my hand this — day of —, 19—.

—.

No. 217.

ASSIGNMENT OF A JUDGMENT, ANOTHER FORM.

Know all men by these presents, that whereas I, A. B. of —, Ohio, did on the — day of —, 19—, by the consideration of (name of court) —, duly recover a judgment against E. F., of —, Ohio, for the sum of — dollars and for \$— costs of suit, as will more fully appear by the record thereof in volume —, which said judgment is now in full force and effect and wholly unpaid and unsatisfied.

Now I, the said A. B., in consideration of the sum of — dollars (\$—), received to my full satisfaction of C. D., do hereby sell, assign, transfer and set over unto the said C. D., his executors, administrators or assigns, the said judgment.

And I hereby covenant that there is now due on said judgment the sum of — dollars (\$—) with interest thereon from the — day of —, 19—.

In witness whereof I have hereunto set my hand this — day of —, 19—.

—

No. 218.

ASSIGNMENT OF A JUDGMENT, ENDORSED ON TRANSCRIPT.

For value received, I hereby sell, assign, transfer and set over unto C. D., his executors, administrators or assigns, the judgment of which the within is a transcript. I hereby covenant that said judgment is now in full force and effect and that there is now due thereon the sum of \$— with interest from the — day of —, 19—.

In witness whereof I have hereunto set my hand this — day of —, 19—.

—

No. 219.

ASSIGNMENT OF PART OF JUDGMENT TO ATTORNEY AT LAW, IN CONSIDERATION OF SERVICES.

In consideration of services already performed by A. B. as an attorney at law in behalf of the undersigned against —, in an

action pending in the — court of — County, Ohio; and being cause No.— on the docket of said court, and in consideration of services yet to be performed by him until the final determination of said action, which services the said A. B. agrees to perform as part of the consideration hereof, I hereby assign, transfer and set over unto the said A. B. one half of the judgment recovered in said action against the said —.

Dated —, 19—.

In presence of —.

NOTE.

See, Railway Co. v. Volkert, 58 Ohio St. 362.

No. 220.

ASSIGNMENT OF VARIOUS PROPERTY LISTED IN SCHEDULE.

For value received I hereby sell, assign, transfer and set over unto C. D. all the goods, wares, merchandise, claims, demands, debts, choses in action, notes and other property listed in the schedule hereto attached marked "Exhibit A" and made a part hereof.

In witness whereof I have hereunto set my hand this — day of —, 19—.

No. 221.

ASSIGNMENT OF LAND CONTRACT.

This agreement, made at — this — day of —, 19—, by and between — of the — of — County of — and State of Ohio, party of the first part, and — of —, party of the second part,

Witnesseth: that the said party of the first part, for the consideration of — dollars (\$—), received to his full satisfaction of said party of the second part, hereby sells, assigns, transfers and sets over unto said party of the second part, his heirs and assigns, a contract for the sale of the following described tract or lot of land situated in the — of —, County of — and

State of Ohio (description of property), together with all the hereditaments and appurtenances thereunto belonging, but subject to all legal highways, which said contract was executed and delivered to said party of the first part by one E. F. of the — of —, County of — and State of Ohio and bears date the — day of —, 19—.

This agreement is made subject to all the covenants, conditions and payments contained in said contract.

Said party of the first part hereby covenants that he has paid on said contract the sum of — dollars (\$—) and that there remains unpaid on the same the sum of — dollars (\$—) and no more.

Said party of the second part hereby promises and agrees to assume and pay said sum of — dollars (\$—) and to perform all the other conditions and things required by said contract to be performed by said party of the first part and to save said party of the first part harmless therefrom.

Said party of the first part further authorizes and empowers the said party of the second part, upon his performance of said covenants and conditions, to demand and receive of the said E. F. the deed covenanted in said contract to be given, in the same manner to all intents and purposes as said party of the first part might or could do were these presents not executed.

In witness whereof, we have hereunto set our hands the day and year first above written.

In the presence of

—,
—.

—,
—.

No. 222.

ASSIGNMENT OF LAND CONTRACT, ENDORSED ON INSTRUMENT.

For the consideration of — dollars (\$—), received to my full satisfaction of C. D., I hereby sell, assign, transfer and set over unto C. D., his heirs or assigns, the within contract, and all my estate, right, title, interest, property, claim and demand of, in and to the same, and the premises described therein, and I hereby authorize the said C. D. upon the performance by him of the conditions, covenants and payments provided for therein to

demand and receive the deed provided in said contract to be given.

In witness whereof I have hereunto set my hand this — day of —, 19—

No. 223.

ASSIGNMENT OF LITERARY WORK BEFORE COPYRIGHT.

In consideration of the sum of — dollars (\$—), received to my full satisfaction of C. D. of —, I hereby sell, assign, transfer and set over unto the said C. D. the manuscript of a certain literary work, of which I am the author and proprietor, entitled — together with all my literary property, right, title and interest in and to said literary work, and all the profit, benefit and advantage to be derived from printing, publishing and vending the same, hereby granting unto the said C. D., his administrators, executors and assigns, full power and authority to enter said literary work for copyright (and to apply for and receive the renewal and extension of said copyright), under the provisions of the laws of the United States.

In witness whereof I have hereunto set my hand and seal this — day of —, 19—.

— [SEAL]

In presence of
(two witnesses).

No. 224.

ASSIGNMENT OF COPYRIGHT.

In consideration of the sum of — dollars (\$—), received to my full satisfaction of C. D. of —, I hereby bargain, sell, assign, transfer and set over unto the said C. D., his executors, administrators and assigns, the entire copyright heretofore taken out by me for the book entitled —, of which I am the author and proprietor, and all my literary property, right, title, interest, claim and demand whatsoever of, in and to said book and to said copyright and all the profit, benefit and advantage to be derived from printing, publishing and vending the same, for the entire period for which said copyright was issued (and for any

renewal thereof, with full power and authority to apply for and receive the renewal and extension thereof).

In witness whereof I have hereunto set my hand and seal this — day of —, 19—.

In presence of
(Two witnesses).

No. 225

ASSIGNMENT OF FIRE INSURANCE POLICY, EN- DORSED ON POLICY.

The interest of —, as owner of the property covered by the within policy, is hereby assigned to —, subject to the consent of The — Insurance Company.

Dated —, 19—.

CONSENT BY COMPANY TO ASSIGNMENT.

The — Insurance Company hereby consents that the interest of —, as owner of the property covered by the within policy, be assigned to —.

Dated —, 19—.

No. 226.

ASSIGNMENT BY CORPORATION.

The — Company, a corporation duly organized under and by virtue of the laws of Ohio, and having its principal office and place of business in the — of —, — County, Ohio, for the consideration of — dollars (\$—), received to its full satisfaction of C. D, does hereby sell, assign, transfer and set over unto the said C. D. (describe property assigned).

In witness whereof, said corporation has caused its corporate seal to be affixed and its name to be signed hereunto by its president, this — day of —, 19—.

The — Company,
By — President.

CHAPTER IX.

ASSIGNMENT FOR CREDITORS.

FORMS IN THIS CHAPTER.

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No. 227.

DEED OF ASSIGNMENT FOR CREDITORS, BY INDIVIDUAL.

Know all Men by these Presents:

That whereas I, A. B. — of the City of —, County of — and State of Ohio, being indebted to divers persons in various sums of money, which I am now unable to pay in full, and whereas, I am desirous to convey all my property for the benefit of my creditors, without any preference or priority.

Now therefore I, the said A. B., in consideration of the premises and of one dollar to me paid by C. D., the receipt of which is hereby acknowledged, have granted, bargained, sold, assigned, transferred, and set-over and by these presents do grant, bargain, sell, assign, transfer and set-over unto said C. D., all and singular the lands, tenements, hereditaments and appurtenances, goods, chattels, stocks, promissory notes, debts, choses in action, evidences of debt, claims, demands, property and effects, of every description, belonging to me, wherever the same may be situated, except such property as is by law exempt from execution; to have and to hold the same unto said C. D., in trust, to sell and dispose of the said real and personal property and to collect, sue for, and

demand, receive and recover all such sums of money as may be or become due, owing and payable on said promissory notes, debts, choses in action, evidences of debt, claims and demands, and then in trust to apply the proceeds arising from the same as follows :

First. To pay the lawful costs and expenses of executing the trust hereby created, including reasonable attorney's fees for legal advice in regard to the formation of the trust, and for drawing this deed of trust.

Second. To pay to each and all creditors the full sums that may be due and owing to them from me ; provided, however, that if there shall not be sufficient funds with which to pay all my said debts, then the said debts are to be paid ratably and in proportion.

Third. If the proceeds as aforesaid shall be more than sufficient to pay and satisfy every one of my creditors, then to pay and return to me the balance that may be left, if any, after paying all my creditors as aforesaid.

And I do hereby nominate, constitute, and appoint the said C. D. my true and lawful attorney, irrevocable, in my name or otherwise, for the purpose aforesaid, to execute the trust hereby created ; giving and granting unto my said attorney full power and authority to do and perform every act, deed, and thing requisite and necessary in the premises as fully to all intents and purposes as I might or could do if this assignment had not been made ; with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute may lawfully do or cause to be done in the premises by virtue hereof.

In witness whereof I have hereunto set my hand this — day of — in the year of our Lord one thousand nine hundred and —.

Signed and acknowledged _____.

In presence of

_____,
_____.

State of Ohio, }
_____ County. } ss.

Be it remembered that on the — day of —, in the year of our Lord one thousand nine hundred and —, before me the

subscriber, a notary public in and for said county, personally came A. B., the grantor in the foregoing deed, and acknowledged the execution thereof to be his voluntary act and deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto subscribed my name, and affixed my notarial seal on the day and year aforesaid.

_____,
Notary Public.

ACCEPTANCE BY ASSIGNEE.

I hereby accept the trust created by the above instrument and agree to faithfully perform the same.

Dated at _____, this _____ day of _____, 19____.

No. 228.

DEED OF ASSIGNMENT FOR CREDITORS, BY PARTNERSHIP.

Know all men by these presents :

That whereas we, E. F. and G. H., partners trading as E. F. & Co., engaged in the business of _____ at the _____ of _____, County of _____ and State of Ohio, being indebted to divers persons in various sums of money, which we are now unable to pay in full, and whereas, we are desirous to convey all our partnership property for the benefit of our firm creditors without any preference or priority.

Now therefore we, the said E. F. and G. H., as such partners, in consideration of the premises and of one dollar to us paid by L. M., the receipt of which we hereby acknowledge, have granted, bargained, sold, assigned, transferred, and set-over, and by these presents do grant, bargain, sell, assign, transfer, and set-over unto said L. M. all and singular the lands, tenements, hereditaments and appurtenances, goods, chattels, stocks, promissory notes, debts, choses in action, evidences of debt, claims, demands, property and effects, of every description, belonging to said partnership, wherever the same may be situated, to have and to hold the same unto said L. M., in trust, to sell and dispose of the said real and personal property, and to collect, sue for, and demand,

receive and recover all such sums of money as may be or become due, owing, and payable on said promissory notes, debts, choses in action, evidences of debt, claims and demands, and then in trust to apply the proceeds arising from the same as follows :

First. To pay the lawful costs and expenses of executing the trust hereby created, including reasonable attorney's fees for legal advice in regard to the formation of the trust, and for drawing this deed of trust.

Second. To pay to each and all of said partnership creditors the full sums that may be due and owing to them by said partnership; provided, however, that if there shall not be sufficient funds with which to pay all the debts of said partnership then the said debts are to be paid ratably and in proportion.

Third. If the proceeds as aforesaid shall be more than sufficient to pay and satisfy every one of said partnership creditors then to pay and return to us the balance that may be left, if any, after paying all said partnership creditors as aforesaid..

And we do hereby nominate, constitute and appoint the said L. M. our true and lawful attorney, irrevocable, in our name or otherwise for the purpose aforesaid, to execute the trust hereby created; giving and granting unto our said attorney full power and authority to do and perform every act, deed, and thing requisite and necessary in the premises, as fully to all intents and purposes as we might or could do if this assignment had not been made, with full power of substitution and revocation, hereby ratifying and confirming all that our said attorney or his substitute may lawfully do or cause to be done in the premises by virtue hereof.

In witness whereof we have hereunto set our hands this — day of —, in the year of our Lord one thousand nine hundred and —.

Signed and acknowledged
in presence of

—,
—,
State of Ohio, }
— County. } ss.

E. F.,
G. H.

Be it remembered, that on the — day of — in the year of our Lord one thousand nine hundred and —, before me the subscriber, a notary public in and for said county, personally

came E. F. and G. H., the grantors in the foregoing deed, and acknowledged the execution thereof to be their voluntary act and deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto subscribed my name, and affixed my notarial seal, on the day and year aforesaid.

_____,
Notary Public.

No. 229.

DEED OF ASSIGNMENT FOR CREDITORS, BY CORPORATION.

Know all men by these presents :

That whereas The — Company, a corporation duly organized and existing under the laws of the State of Ohio, with its principal office and place of business in the — of —, County of — and State of Ohio, being indebted to divers persons in various sums of money, which it is now unable to pay in full, and whereas, said corporation is desirous to convey all its property for the benefit of its creditors, without any preference or priority.

Now therefore said The — Company in consideration of the premises, and of one dollar to it paid by C. D. the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set-over, and by these presents does hereby grant, bargain, sell, assign, transfer and set-over unto said C. D. all and singular the lands, tenements, hereditaments and appurtenances, goods, chattels, stocks, promissory notes, debts, choses in action, evidences of debt, claims, demands, property, and effects, of every description belonging to it, wherever the same may be situated ; to have and to hold the same unto said C. D., in trust, to sell and dispose of the said real and personal property and to collect, sue for, and demand, receive and recover all such sums of money as may be or become due, owing and payable on said promissory notes, debts, choses in action, evidences of debt, claims and demands and then in trust to apply the proceeds arising from the same as follows :

First. To pay the lawful costs and expenses of executing the trust hereby created, including reasonable attorney's fees for legal advice in regard to the formation of the trust, and for drawing this deed of trust.

Second. To pay to each and all of its creditors the full sums that may be due and owing to them from it; provided, however, that if there shall not be sufficient funds with which to pay all its said debts, then the said debts are to be paid ratably and in proportion.

Third. If the proceeds as aforesaid shall be more than sufficient to pay and satisfy every one of its creditors, then to pay and return to it the balance that may be left, if any, after paying all its creditors as aforesaid.

And said corporation does hereby nominate, constitute, and appoint the said C. D. its true and lawful attorney, irrevocable, in its name or otherwise, for the purpose aforesaid, to execute the trust hereby created; giving and granting unto its said attorney full power and authority to do and perform every act, deed, and thing requisite and necessary in the premises, as fully to all intents and purposes, as it might or could do if this assignment had not been made; with full power of substitution and revocation, hereby ratifying and confirming all that its said attorney, or his substitute, may lawfully do or cause to be done in the premises by virtue hereof.

In witness whereof, said The — Company has hereunto set its corporate name and affixed its corporate seal by its president and secretary thereunto lawfully authorized by action of its board of directors, this — day of —, A. D. one thousand nine hundred and —.

The — Company.
 By — President.
 — Secretary.
 (Corporate Seal.)

Signed, sealed and acknowledged
 in presence of

—,
 —.

State of Ohio, }
 — County. } ss.

Before me, a notary public in and for said county personally appeared —, president (or other officer) of The — Company, the corporation which executed the foregoing deed, who acknowledged that the seal affixed to said deed is the corporate seal of said corporation; that he did sign and seal said deed as

president (or other officer) in behalf of said corporation and by authority of its board of directors; and that said instrument is the free act and deed of said The — Company.

In testimony whereof, I have hereunto subscribed my name at —, this — day of —, A. D. —.

—,
Notary Public.

No. 230.

BOND OF ASSIGNEE.

Whereas, by a certain deed of assignment executed by A. B. to C. D. on the — day of —, in the year of our Lord one thousand nine hundred and —, the said C. D. was appointed assignee for the purposes therein expressed.

Now, therefore, we undertake and bind ourselves unto the State of Ohio in the sum of — dollars, that the said C. D. will faithfully perform all his duties as such assignee according to law.

Witness our hands this — day of —, A. D. 19—.

Signed in presence of

—,
—,
—.

No. 231.

NOTICE OF APPOINTMENT OF ASSIGNEE.

(Rev. Stats. § 6346.)

The undersigned has been duly appointed and qualified as assignee in trust for the benefit of creditors of — of —, — County, Ohio, by the — court of — County, Ohio.

—, Ohio, —, 19—.

No. 232.

AFFIDAVIT TO CLAIM OF GENERAL CREDITOR.

State of Ohio, }
— County. } ss.

—, being first duly sworn according to law, deposes and says that he is — (treasurer of The — Company, a corporation duly organized under the laws of Ohio); that said — (The

— Company) is the owner of the claim hereto attached marked "Exhibit A" and consisting of (an account, promissory note, etc.); that said claim is just and lawful; that the consideration therefor is — (goods, wares and merchandise sold and delivered); that there are no set-offs or counterclaims against the same; that there is now due to the said — from the estate of the said — (name of assignor), and wholly unpaid, the sum of — dollars, with interest thereon from the — day of —, A. D. 19—, for which the said — hold — no security whatever.

Sworn to by said — and by him subscribed in my presence this — day of —, A. D. 19—.

—,
Notary Public.

No. 233.

**AFFIDAVIT FOR PROOF OF PRIORITY CLAIM OF
LABORER, OPERATIVE, ETC.**

(Rev. Stats. § 3206a; § 6355.)

State of Ohio, }
— County. } ss.

A. B., being first duly sworn according to law, says that he is the owner of the claim hereto annexed, marked "Exhibit A" and consisting of an account; that said claim is just and lawful; that the consideration therefor is labor performed and services rendered — (state kind of labor performed) within three months prior to the appointment of the assignee (receiver or trustee) for said C. D., said claim being entitled to priority of payment under the laws of Ohio; that there are no set-offs or counterclaims against the same; that there is now due to the said A. B. from the estate of the said C. D., and wholly unpaid, the sum of — dollars, with interest from the — day of —, 19—, for which the said A. B. holds no security whatever.

A. B.

Sworn to before me by said A. B. and by him subscribed in my presence this — day of —, 19—.

—,
Notary Public.

CHAPTER X.

AUCTIONS.

NOTE.

An auction is a public sale by consecutive bidding, intended to realize the highest price by competition for the property.¹

In Ohio, sales by auction, except of certain specified commodities, are regulated by statute, requiring all auctioneers to procure a State license, which may be issued by a court of common pleas, or a judge thereof; ² to give bond in the sum of one thousand dollars; ³ to pay duties on goods sold by them,⁴ and to render quarterly accounts of their sales, under oath.⁵

A municipal corporation, also, may, by ordinance, regulate auctioneering.⁶

Sales to be made to highest bidder. All property and effects sold by auction shall be sold to the highest bidder, and when the auctioneer, or any person employed by him, or either of them, is such bidder, the goods shall be subject to the same duties as if struck off to any other person; but this section shall not be construed to render valid any sale that would otherwise be deemed fraudulent and void.⁷

All property and effects sold by an auctioneer on commission, whether by auction or at private sale, shall be subject to duties.⁸

Quarterly account. Every licensed auctioneer shall make out in writing a quarterly account, dated on the first days of March, June, September, and December, in the year for which he has been appointed and shall therein state minutely and particularly—

(1) The sums for which property has been sold, at every auction held by him from date of his license, or from the date of his last quarterly account, the names of the persons on whose account the sale was made, the day of sale, and the amount of each day's sale.

(2) The amount of all other sales made by himself, or any other person associated with him, or by any person in his or their employ, of property or effects liable to auction duties, under any of the provisions of this chapter, the days on which such sales were made, and the name of the person making such sale.

¹ See *Crandall v. State*, 28 Ohio St. 479 (481).

² Rev. Stats., §§ 4222, 4224, 4225.

³ Rev. Stats., § 4225.

⁴ Rev. Stats., § 4226.

⁵ Rev. Stats., §§ 4231, 4232.

⁶ Rev. Stats., 1536—100 (8); Rev. Stats., 1536—894 (12); *Sipe v. Murphy*, 49 Ohio St. 536 (548).

⁷ Rev. Stats., § 4227.

⁸ Rev. Stats., § 4228.

(3) The amount of duties chargeable under the provisions of this chapter on all sales, public and private, of property and effects subject to duties under any of the provisions of this chapter.⁹

⁹ Rev. Stats., § 4231.

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No. 234.

**APPLICATION FOR AUCTIONEER'S APPOINTMENT
AND LICENSE.**

(Rev. Stats. §§ 4222-4224.)

State of Ohio, }
 — County. } ss. In the Court of Common Pleas.

In re }
 A. B. } Application for auctioneer's appointment and license.

Now comes A. B. and respectfully represents to the court that he now resides in said — County, Ohio, and that he is a suitable person to exercise the trade or occupation of auctioneer.

Wherefore he prays that he may receive from this court an appointment and license to exercise the trade or occupation of auctioneer and to make sales by auction according to law within the State of Ohio for the term of one year.

Dated at —, Ohio, —, 19—.

—.

State of Ohio, }
 — County. } ss.

A. B., being first duly sworn according to law, says that the statements and representations contained in his foregoing application are true.

—.

Sworn to and subscribed before me this — day of —, 19—.

—.

No. 235.

ORDER OF COURT APPOINTING AUCTIONEER.

(Rev. Stats. § 4225.)

State of Ohio, }
 ——— County. } ss. In the Court of Common Pleas.
 In re }
 A. B. } Order.

It appearing to the court from the application filed herein that A. B. now resides in said ——— County, Ohio, and that he is a suitable person to exercise the trade or occupation of auctioneer, it is ordered that he be and is hereby appointed to exercise said trade or occupation of auctioneer and to make sales by auction according to law in the State of Ohio for the term of one year from this date. The amount to be paid by the said A. B. for a license as such auctioneer is hereby fixed and determined at ——— dollars (\$——) and it is ordered that upon the payment by said A. B. of said sum to the treasurer of this county and upon the giving by him of a bond according to law with sufficient surety to be approved by this court, a proper auctioneer's license be issued to said A. B. by the clerk of this court.

No. 236.

BOND OF AUCTIONEER.

(Rev. Stats. § 4225.)

Know all men by these presents, that I, A. B., of ———, Ohio, as principal, and C. D., of ———, Ohio, as surety, are held and firmly bound unto the State of Ohio in the sum of one thousand dollars (\$1,000) to be paid to the State of Ohio, for which payment well and truly to be made we do bind ourselves firmly by these presents.

Dated this ——— day of ———, A. D. 19—.

The condition of this obligation is such, that, whereas, the said A. B. was on the ——— day of ———, A. D. 19—, duly appointed by the court of common pleas of ——— County, Ohio, to exercise the trade and occupation of auctioneer within the State of Ohio for one year from said date, and whereas, the said A. B. is required by law to file this bond before entering upon said trade and occupation:

Now if the said A. B. shall faithfully perform his duty under said appointment and shall well and truly pay all the duties imposed by law and that shall accrue on sales by him made then the foregoing obligation shall be void; otherwise the same shall remain in full force and effect.

Signed in presence of

—,
—.

No. 237.

AUCTIONEER'S LICENSE.

(Rev. Stats. § 4225.)

The State of Ohio, }
— County. } ss.

Be it remembered that at a term of the court of common pleas within and for — County, and State of Ohio, begun and held at the court house in the City of —, on the — day of —, in the year of our Lord one thousand nine hundred and —, and on a day in said — term of said court, to-wit on the — day of —, in the year of our Lord one thousand nine hundred and —, His Honor Judge —, presiding for the disposition of such matters and proceedings, A. B., a suitable person residing in said County of — was duly appointed by said court to exercise the trade or occupation of auctioneer and to make sales by auction according to law in the State of Ohio for one year from said date.

And said A. B. having paid to the treasurer of this county the sum of — dollars (\$—), being the amount determined by said court to be so paid and said A. B. having given and filed with the treasurer of this county a bond to the State according to law with —, of —, as surety, said bond and surety having been approved and accepted by said court, the said A. B. is hereby authorized to exercise said trade or occupation of auctioneer and to make sales by auction according to law for the term of one year from said — day of —, A. D. 19—, with full power and authority to set up and expose for sale, by auction, property and effects.

In testimony whereof I, clerk of said court of common pleas, do hereby subscribe my name officially, and affix the seal of

said court at the court house in the City of —, in said county this — day of —, A. D. 19—.

[SEAL]

No. 238.

OATH TO QUARTERLY ACCOUNT OF AUCTIONEER.

(Form prescribed, Rev. Stats. § 4232.)

I, A. B., do solemnly declare that the account now exhibited by me, and to which I have subscribed my name, contains a full and true statement and exhibit of all property and effects of every class and description sold or struck off, or bought in by me at public sale or sold by me at private sale on commission, or sold, struck off, or bought in, as aforesaid, by others, in my name, or under my direction or for my benefit, and so far as I know or believe, of all goods and effects, sold by any person in my employment or connected with me in business and subject to duties according to the provisions of the chapter of the Revised Statutes regulating auctions within the time stated in this account and that the full amount of duties, chargeable according to law on all such property and effects, is therein truly stated.

Sworn to before me by said A. B. and by him subscribed in my presence this — day of —, 19—.

CHAPTER XI.

BANKRUPTCY.

Official forms promulgated by the Supreme Court of the United States, to which are added a few additional forms.

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No. 239.

DEBTOR'S PETITION.

(Official Form No. 1.)

To the Honorable —, Judge of the District Court of the
United States, for the — District of —:

The petition of —, of —, in the County of —, and

District and State of —, — [state occupation], respectfully represents:

That he has had his principal place of business [or, has resided, or, has had his domicile] for the greater portion of six months next immediately preceding the filing of this petition at —, within said judicial district; that he owes debts which he is unable to pay in full; that he is willing to surrender all his property for the benefit of his creditors except such as is exempt by law, and desires to obtain the benefit of the acts of Congress relating to bankruptcy.

That the schedule hereto annexed, marked A, and verified by your petitioner's oath, contains a full and true statement of all his debts, and (so far as it is possible to ascertain) the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said acts:

That the schedule hereto annexed, marked B, and verified by your petitioner's oath, contains an accurate inventory of all his property, both real and personal, and such further statements concerning said property as are required by the provisions of said acts:

Wherefore your petitioner prays that he may be adjudged by the court to be a bankrupt within the purview of said acts.

—, Attorney.

United States of America, District of —, ss.

I, —, the petitioning debtor mentioned and described in the foregoing petition, do hereby make solemn oath that the statements contained therein are true according to the best of my knowledge, information and belief.

—,
Petitioner.

Subscribed and sworn to before me this — day of —,
A. D. 19—.

[Official character.]

Schedule A.—Statement of all Debts of Bankrupt.

In the District Court of the United States for the _____ District of _____
 A. B., { In Bankruptcy, No. _____
 Bankrupt.

SCHEDULE A. (1)

Statement of all creditors who are to be paid in full, or to whom priority is secured by law.
 N. B.—Claims are to be entered in the following order, viz.: (1).—Taxes and debts due and owing to the United States. (2).—
 Taxes due and owing to the State, or to any county, district, or municipality. (3).—Wages due workmen, clerks, or serv-
 ants, to an amount not exceeding \$300 each, earned within three months before filing the petition. (4).—Other debts hav-
 ing priority by law.

This sheet must be signed by the bankrupt at the end of the statement.

REFERENCE TO LEDGER OR VOUCHER.	NAMES AND RESIDENCES OF CREDI- TORS. IF RESIDENCE UNKNOWN, THAT FACT MUST BE STATED.	WHERE AND WHEN CONTRACTED.	NATURE AND CONSIDERATION OF DEBT, AND WHETHER CONTRACTED AS PARTNER OR JOINT CONTRAC- TOR; AND IF SO, WITH WHOM.	AMOUNT.
		At _____ from _____ 19____ to _____ 19____	Taxes and debts to United States.	\$ _____
		At _____ from _____ 19____ to _____ 19____	State and county taxes payable to Treasurer of _____ county, _____.	_____
			Total	\$ _____

A. B.,
 Petitioner.

SCHEDULE A. (2)

Creditors Holding Securities.

N. B.—Particulars of securities held, with date of same, and when they were given, to be stated under the names of the several creditors, and also particulars concerning each debt, as required by Acts of Congress relating to bankruptcy, and whether contracted as partner or joint contractor with any other person, and if so, with whom. This sheet should be signed by the bankrupt at the end of the statement.

REFER- ENCE TO LEDGER OR VOUCHER.	NAMES AND RESIDENCES OF CREDITORS. IF RESIDENCE UNKNOWN THAT FACT MUST BE STATED.	DESCRIPTION OF SECURITIES.	WHEN AND WHERE DEBTS WERE CONTRACTED.	VALUE OF SECURITIES.	AMOUNT OF DEBTS.
			At _____, 19__.	\$ _____	\$ _____
			At _____, 19__.	_____	_____
			Total	\$ _____	\$ _____
			A. B., Petitioner.		

SCHEDULE A. (3)
Creditors Whose Claims are Unsecured.

N. B.—When the name and residence [or either] of any drawer, maker, indorser, or holder of any bill or note, etc., are unknown, the fact must be stated, and also the name and residence of the last holder known to the debtor. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property. This sheet should be signed by the bankrupt at the end of the statement.

REFER- ENCE TO LEDGER OR VOUCHER.	NAMES AND RESIDENCES OF CREDI- TORS. IF RESIDENCE UNKNOWN, THAT FACT MUST BE STATED.	WHEN AND WHERE CONTRACTED.	NATURE AND CONSIDERATION OF THE DEBT, AND WHETHER ANY JUDGE, MENT, BOND, BILL OF EXCHANGE, PROMISSORY NOTE, ETC., AND WHETHER CONTRACTED AS PARTNER OR JOINT CONTRACTOR WITH ANY OTHER PERSON; AND IF SO, WITH WHOM.	AMOUNT.
		_____, 19____ _____, 19____ At _____, 19____ at _____, 19____ at _____, 19____		\$ _____ \$ _____
Total			A. B., Petitioner.	\$ _____

SCHEDULE A. (4)

Liabilities on Notes or Bills Discounted, which ought to be paid by the Drawers, Makers, Acceptors, or Indorsers.

N. B.—The dates of the notes or bills, and when due, with their names, residences, and the business or occupation of the drawers, makers, or acceptors thereof, are to be set forth under the names of the holders. If the names of the holders are not known, the name of the last holder known to the debtor shall be stated, and his business and place of residence. The same particulars as to notes or bills, on which the debtor is liable as indorser.

This sheet should be signed by the bankrupt at the end of the statement.

REFER- ENCE TO LEDGER OR VOUCHER.	NAMES AND RESIDENCES OF HOLDERS AS FAR AS KNOWN. IF RESIDENCE UNKNOWN, THAT FACT MUST BE STATED.	PLACE WHERE CONTRACTED.	NATURE OF LIABILITY, WHETHER SAME WAS CONTRACTED AS PART- NER OR JOINT CONTRACTOR, OR WITH ANY OTHER PERSON; AND IF SO, WITH WHOM.	AMOUNT.
			A. B., Petitioner.	\$

SCHEDULE A. (5)
Accommodation Paper.

N. B.—The dates of the notes or bills, and when due, with the names and residences of the drawers, makers, and acceptors thereof, are to be set forth under the names of the holders; if the bankrupt be liable as drawer, maker, acceptor, or indorser thereof, it is to be stated accordingly. If the names of the holders are not known, the name of the last holder known to the debtor should be stated, with his residence. Same particulars as to other commercial paper.
This sheet should be signed by the bankrupt at the end of the statement.

REFERENCE TO LEDGER OR VOUCHER.	NAMES AND RESIDENCES OF HOLDERS. IF RESIDENCES UNKNOWN, THAT FACT MUST BE STATED.	NAMES AND RESIDENCES OF PERSONS ACCOMMODATED.	PLACE WHERE CONTRACTED.	WHETHER LIABILITY WAS CONTRACTED AS PARTNER OR JOINT CONTRACTOR, OR WITH ANY OTHER PERSON; AND, IF SO, WITH WHOM.	AMOUNT.
					\$ _____
					\$ _____
				Total	\$ _____

OATH TO SCHEDULE A.

United States of America, District of _____, ss.

On this _____ day of _____, A. D. 19____, before me personally came _____, the person mentioned in and who subscribed to the foregoing schedule, and who, being by me first duly sworn, did declare the said schedule to be a statement of all his debts, in accordance with the Acts of Congress relating to bankruptcy.

Subscribed and sworn to before me this _____ day of _____, A. D. 19____.

[Official character.]

SCHEDULE B.

Statement of all Property of Bankrupt.

In the District Court of the United States for the — District of —,
 A. B., } In Bankruptcy, No. —.
 Bankrupt. }
 N. B.— This sheet must be signed by the bankrupt at the end of the statement.

SCHEDULE B. (I)
 Real Estate.

LOCATION AND DESCRIPTION OF ALL REAL ESTATE OWNED BY DEBTOR, OR HELD BY HIM.	INCUMBRANCES THEREON, IF ANY, AND DATES THEREOF.	STATEMENT OF PARTICULARS RELATING THERETO.	ESTIMATED VALUE.
			\$ —
			\$ —
			\$ —
		Total	\$ —
		A. B., Petitioner.	

SCHEDULE B. (2)
Personal Property.

N. B.— This sheet must be signed by the debtor at the end of the statement.

A. Cash on hand,	\$ _____	_____
B. Bills of exchange, promissory notes, or securities of any description (each to be set out separately).	\$ _____	_____
C. Stock in trade in my business of _____ at _____ of the value,	\$ _____	_____
D. Household goods and furniture, household stores, wearing apparel, and ornaments of the person, viz., all situated at No. _____ St., _____, _____, valued at,	\$ _____	_____
E. Books, prints, and pictures, viz., family pictures at No. _____ St., _____, _____, valued at,	\$ _____	_____
F. Horses, cows, sheep, and other animals (with number of each), viz.,		
G. Carriages, and other vehicles, viz.,		
H. Farming stock, and implements of husbandry, viz.,		
I. Shipping, and shares in vessels, viz.,		
K. Machinery, fixtures, apparatus, and tools used in business, with the place where each is situated, viz.,		
L. Patents, copyrights, and trade-marks, viz.,		
M. Goods or personal property of any other description, with the place where each is situated, viz.,		
Total,	\$ _____	_____

A. B.,
Petitioner.

SCHEDULE B. (3)

Choses in Action.

N. B.— This sheet must be signed at the end thereof by the debtor.

A. Debts due petitioner on open account, as follows:			
_____	_____	\$ _____	
_____	_____	\$ _____	
_____	_____	\$ _____	
			\$ _____
B. Stocks in incorporated companies, interest in joint stock companies, and negotiable bonds, as follows:			
C. Policies of Insurance, as follows:			\$ _____
D. Unliquidated claims of every nature, with their estimated value, as follows:			\$ _____
E. Deposits of money in banking institutions and elsewhere, as follows:			\$ _____
			\$ _____
	Total,		\$ _____

SCHEDULE B. (4)

Property in reversion, remainder, or expectancy, including property held in trust for the debtor or subject to any power or right to dispose of or to charge.
 N. B.— A particular description of each interest must be entered. If all or any of the debtor's property has been conveyed by deed of assignment, or otherwise, for the benefit of creditors, the date of such deed should be stated, the name and address of the person to whom the property was conveyed, the amount realized from the proceeds thereof, and the disposal of the same, as far as known to the debtor. This sheet must be signed at the end thereof by the debtor.

Interest in land,	Particular Description.	Supposed Value of My Interest
Interest in land,		\$ _____
Personal property,		
Property in money, stocks, shares, bonds, annuities, etc.		
Rights and powers, legacies and bequests.		
	Total,	\$ _____

Property Heretofore Conveyed for Benefit of Creditors.	Amount Realized From Proceeds of Property Conveyed.	
What portion of debtor's property has been conveyed by deed of assignment, or otherwise, for benefit of creditors; date of such deed, name and address of party to whom conveyed; amount realized therefrom, and disposal of same, so far as known to debtor.	\$ _____	_____
What sum or sums have been paid to counsel, and to whom, for services rendered or to be rendered in this bankruptcy.	\$ _____	_____
Total,	\$ _____	_____
A. B.		

SCHEDULE B. (5)

A particular statement of the property claimed as exempted from the operation of the Acts of Congress relating to Bankruptcy, giving each item of property and its valuation; and, if any portion of it is real estate, its location, description, and present use.

N. B.—This sheet must be signed by the debtor at the end of the statement.

Military uniforms, arms, and equipments.		
Property claimed to be exempted by State laws, its valuation; whether real or personal; its description and present use; and reference given to the statute of the State creating the exemption, as follows:		
All household furniture, household stores and wearing apparel and family fixtures claimed by me as a married man, the head and support of a family, under section — Revised Statutes of —.	\$ _____	_____
Total,	\$ _____	_____
A. B.		

SCHEDULE B. (6)

Books, Papers, Deeds, and Writings relating to Bankrupt's Business and Estate.

N. B.—This sheet must be signed at the end thereof by the debtor.

The following is a true list of all books, papers, deeds, and writings relating to my trade, business, dealings, estate, and effects, or any part thereof, which, at the date of this petition, are in my possession or under my custody and control or which are in the possession or custody of any person in trust for me, or for my use, benefit, or advantage; and also of all others which have been heretofore, at any time, in my possession, or under my custody or control, and which are now held by the parties whose names are hereinafter set forth, with the reason for their custody of the same.

Books.

Deeds.

Papers.

A. B.

OATH TO SCHEDULE B.

United States of America, District of —, ss.

On this — day of —, A. D. 19—, before me personally came — —, the person mentioned in and who subscribed to the foregoing schedule, and who, being by me first duly sworn, did declare the said schedule to be a statement of all his estate, both real and personal, in accordance with the acts of Congress relating to bankruptcy.

—, [*Official character.*]

SUMMARY OF DEBTS AND ASSETS.

[From the statement of the bankrupt in Schedules A. and B.]

Schedule A... 1	(1) Taxes and debts due United States		
"	".... 1 (2) Taxes due States, counties, districts, and municipalities.....		
"	".... 1 (3) Wages		
"	".... 1 (4) Other debts preferred by law..		
Schedule A... 2	Secured claims		
Schedule A... 3	Unsecured claims.....		
Schedule A... 4	Notes and bills which ought to be paid by other parties thereto		
Schedule A... 5	Accommodation paper.....		
	Schedule A, total.....		
Schedule B... 1	Real estate		
Schedule B... 2-a	Cash on hand.....		
"	".... 2-b Bills, promissory notes, and securities		
"	".... 2-c Stock in trade.....		
"	".... 2-d Household goods, etc.....		
"	".... 2-e Books, prints, and pictures....		
"	".... 2-f Horses, cows, and other animals		
"	".... 2-g Carriages and other vehicles..		
"	".... 2-h Farming stock and implements		
"	".... 2-i Shipping and shares in vessels		
"	".... 2-k Machinery, tools, etc.....		
"	".... 2-l Patents, copyrights, and trademarks		
"	".... 2-m Other personal property.....		
Schedule B... 3-a	Debts due on open accounts..		
"	".... 3-b Stocks, negotiable bonds, etc.		
"	".... 3-c Policies of insurance.....		
"	".... 3-d Unliquidated claims.....		
	3-e Deposits of money in banks and elsewhere		
Schedule B... 4	Property in reversion, remainder, trust, etc.....		
Schedule B... 5	Property claimed to be exempt	\$....	
Schedule B... 6	Books, deeds, and papers....		
	Schedule B. total.....		

No. 240.**PARTNERSHIP PETITION.**

(Official Form No. 2.)

To the Honorable —, Judge of the District Court of the United States for the — District of —:

The petition of — respectfully represents:

That your petitioners and — have been partners under the firm name of —, having their principal place of business at —, in the County of —, and District and State of —, for the greater portion of the six months next immediately preceding the filing of this petition; that the said partners owe debts which they are unable to pay in full; that your petitioners are willing to surrender all their property for the benefit of their creditors, except such as is exempt by law, and desire to obtain the benefit of the acts of Congress relating to bankruptcy.

That the schedule hereto annexed, marked A, and verified by — oath, contains a full and true statement of all the debts of said partners, and, as far as possible, the names and places of residence of their creditors, and such further statements concerning said debts as are required by the provisions of said acts.

That the schedule hereto annexed, marked B, verified by — oath, contains an accurate inventory of all the property, real and personal, of said partners, and such further statements concerning said property as are required by the provisions of said acts.

And said — further states that the schedule hereto annexed, marked C, verified by his oath, contains a full and true statement of all his individual debts, and, as far as possible, the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said acts; and that the schedule hereto annexed, marked D, verified by his oath, contains an accurate inventory of all his individual property, real and personal, and such further statements concerning said property as are required by the provisions of said acts.

And said — further states that the schedule hereto annexed, marked E, verified by his oath, contains a full and true

statement of all his individual debts, and, as far as possible, the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said acts; and that the schedule hereto annexed, marked F, verified by his oath, contains an accurate inventory of all his individual property, real and personal, and such further statements concerning said property as are required by the provisions of said acts.

And said — further states that the schedule hereto annexed, marked G, verified by his oath, contains a full and true statement of all his individual debts, and, as far as possible, the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said acts; and that the schedule hereto annexed, marked H, verified by his oath, contains an accurate inventory of all his individual property, real and personal, and such further statements concerning said property as are required by the provisions of said acts.

And said — further states that the schedule hereto annexed, marked J, verified by his oath, contains a full and true statement of all his individual debts, and, as far as possible, the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said acts; and that the schedule hereto annexed, marked K, verified by his oath, contains an accurate inventory of all his individual property, real and personal, and such further statements concerning said property as are required by the provisions of said acts.

Wherefore your petitioners pray that the said firm may be adjudged by a decree of the court to be bankrupts within the purview of said acts.

—,
—,
—,
—.

Petitioners.

—, Attorney.

—, the petitioning debtors mentioned and described in the foregoing petition, do hereby make solemn oath that the state-

ments contained therein are true, according to the best of their knowledge, information and belief.

—,
—,
—,
—.

Petitioners.

Subscribed and sworn to before me this — day of —,
A. D. 19—.

—.
[Official character.]
—.

[Schedules to be annexed corresponding with schedules under Form No. 239.]

No. 241.

CREDITOR'S PETITION.

(Official Form No. 3.)

To the Honorable —, Judge of the District Court of the United States for the — District of —:

The petition of —, of —, and —, of —, and —, of —, respectfully shows:

That —, of —, has for the greater portion of six months next preceding the date of filing this petition, had his principal place of business [*or*, resided, *or* had his domicile] at —, in the County of —, and state and district aforesaid, and owes debts to the amount of \$1,000.

That your petitioners are creditors of said —, having provable claims amounting in the aggregate, in excess of securities held by them, to the sum of \$500. That the nature and amount of your petitioners' claims are as follows:

And your petitioners further represent that said — is insolvent, and that within four months next preceding the date of this petition the said — committed an act of bankruptcy, in that he did heretofore, to wit, on the — day of

Wherefore your petitioners pray that service of this petition, with a subpoena, may be made upon —, as provided in the acts of Congress relating to bankruptcy, and that he may be

adjudged by the court to be a bankrupt within the purview of said acts.

_____,
_____,
_____,
Petitioners.

_____, Attorney.

United States of America, District of _____, ss.

_____, _____, _____, being three of the petitioners above named, do hereby make solemn oath that the statements contained in the foregoing petition subscribed by them are true.

Before me, _____, this _____ day of _____, 19____.

_____,
_____,
[Official character.]

No. 242.

ORDER TO SHOW CAUSE UPON CREDITORS' PETITION.

(Official Form No. 4.)

In the District Court of the United States

For the _____ District of _____.

_____	}	In Bankruptcy.
In the matter of		

Upon consideration of the petition of _____ that _____ be declared a bankrupt, it is ordered that the said _____ do appear at this court, as a court of bankruptcy, to be holden at _____, in the district aforesaid, on the _____ day of _____, at _____ o'clock in the _____ noon, and show cause, if any there be, why the prayer of said petition should not be granted; and

It is further ordered that a copy of said petition, together with a writ of subpoena, be served on said _____, by delivering the same to him personally or by leaving the same at his last usual place of abode in said district, at least five days before the day aforesaid.

Witness the honorable _____, judge of the said court, and the

seal thereof, at —, in said district, on the — day of —,
A. D. 190—.

—,
Clerk.

[*Seal of the court.*]

No. 243.

SUBPOENA TO ALLEGED BANKRUPT.

(Official Form No. 5.)

United States of America, — District of —.

To —, in said district, greeting:

For certain causes offered before the District Court of the United States of America within and for the — District of —, as a court of bankruptcy, we command and strictly enjoin you, laying all other matters aside and notwithstanding any excuse, that you personally appear before our said District Court to be holden at —, in said district, on the — day of —. A. D. 19—, — to answer to a petition filed by — in our said court, praying that you may be adjudged a bankrupt; and to do further and receive that which our said District Court shall consider in this behalf. And this you are in no wise to omit, under the pains and penalties of what may befall thereon.

Witness the honorable —, judge of said court, and the seal thereof, at —, this — day of —, A. D. 190—.

—,
Clerk.

[*Seal of the court.*]

No. 244.

DENIAL OF BANKRUPTCY.

(Official Form No. 6.)

In the District Court of the United States

For the — District of —.

— — —	}	In Bankruptcy.
In the matter of		
— — —		

At —, in said district, on the — day of —, A. D.
190—.

And now the said — appears and denies that he has committed the act of bankruptcy set forth in said petition, or that he is insolvent, and avers that he should not be declared bankrupt for any cause in said petition alleged; and this he prays may be inquired of by the court [*or*, he demands that the same may be inquired of by a jury]. —.

Subscribed and sworn to before me this day of —, A. D. 19—.

—,
[Official character.]

No. 245.

ORDER FOR JURY TRIAL.

(Official Form No. 7.)

In the District Court of the United States

For the — District of —.

— — — — —	}	In Bankruptcy.
In the matter of		
— — — — —		

At —, in said district, on the — day of —, 19—.

Upon the demand in writing filed by —, alleged to be a bankrupt, that the fact of the commission by him of an act of bankruptcy, and the fact of his insolvency, may be inquired of by a jury, it is ordered that said issue be submitted to a jury.

[Seal of the court.]

—,
Clerk.

No. 246.

SPECIAL WARRANT TO MARSHAL.

(Official Form No. 8.)

In the District Court of the United States

For the — District of —.

— — — — —	}	In Bankruptcy.
In the matter of		
— — — — —		

To the Marshal of said district or to either of his deputies, greeting:

Whereas a petition for adjudication of bankruptcy was, on

the — day of —, A. D. 19—, filed against —, of the County of — and State of —, in said district, and said petition is still pending; and whereas it satisfactorily appears that said — has committed an act of bankruptcy [*or*, has neglected, *or*, is neglecting, *or*, is about to so neglect his property that it has thereby deteriorated, *or*, is thereby deteriorating, *or*, is about thereby to deteriorate in value], you are therefore authorized and required to seize and take possession of all the estate, real and personal, of said —, and of all his deeds, books of account and papers, and to hold and keep the same safely subject to the further order of the court.

Witness the honorable —, judge of the said court and the seal thereof, at —, in said district, on the — of —, A. D. 19—.

—,
Clerk.

[*Seal of the court.*]

RETURN BY MARSHAL THEREON

By virtue of the within warrant, I have taken possession of the estate of the within-named —, and of all his deeds, books of account and papers which have come to my knowledge.

—,
Marshal [*or*, Deputy Marshal].

FEEES AND EXPENSES.

- | | | |
|---|--|--|
| 1. Service of warrant..... | | |
| 2. Necessary travel, at the rate of six cents a mile each way | | |
| 3. Actual expenses in custody of property and other services, as follows..... | | |

[*Here state the particulars.*]

—,
Marshal [*or*, Deputy Marshal].

District of —, A. D. 19—.

Personally appeared before me the said —, and made oath

that the above expenses returned by him have been actually incurred and paid by him, and are just and reasonable.

_____,
Referee in Bankruptcy.

No. 247.

BOND OF PETITIONING CREDITOR.

(Official Form No. 9.)

Know all men by these presents: that we, _____, as principal, and _____, as sureties, are held and firmly bound unto _____, in the full and just sum of _____ dollars, to be paid to the said _____, _____ executors, administrators or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally by these presents.

Signed and sealed this _____ day of _____ A. D. 19____.

The condition of this obligation is such that whereas a petition in bankruptcy has been filed in the District Court of the United States for the _____ District of _____, against the said _____, and the said _____ has applied to that court for a warrant to the marshal of said district, directing him to seize and hold the property of said _____ subject to the further orders of said District Court.

Now therefore if such a warrant shall issue for the seizure of said property and if the said _____ shall indemnify the said _____ for such damages as he shall sustain in the event such seizure shall prove to have been wrongfully obtained, then the above obligation to be void; otherwise to remain in full force and virtue.

Sealed and delivered in presence of _____, [SEAL]

_____, [SEAL]

_____, [SEAL]

Approved this _____ day of _____, A. D. 190____.

_____,
District Judge.

No. 248.

BOND TO MARSHAL.

(Official Form No. 10.)

Know all men by these presents: that we, —, as principal, and —, as sureties, are held and firmly bound unto —, marshal of the United States for the — District of —, in the full and just sum of — dollars, to be paid to the said —, his executors, administrators or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed and sealed this — day of —, A. D. 19—.

The condition of this obligation is such that whereas a petition in bankruptcy has been filed in the District Court of the United States for the — District of —, against the said —, and the said court has issued a warrant to the marshal of the United States for said district, directing him to seize and hold property of the said —, subject to the further order of the court, and the said property has been seized by said marshal as directed, and the said District Court, upon a petition of said —, has ordered the said property to be released to him.

Now, therefore, if the said property shall be released accordingly to the said —, and the said —, being adjudged a bankrupt, shall turn over said property or pay the value thereof in money to the trustee, then the above obligation to be void; otherwise to remain in full force and virtue.

Sealed and delivered in the presence of	—, [SEAL]
—,	—, [SEAL]
—,	—, [SEAL]

Approved this — day of —, A. D. 19—.

—,
District Judge.

No. 249.

PETITION TO STAY PENDING SUIT.¹

In the District Court of the United States

For the — District of —.

In re A. B., }
Bankrupt. }

Your petitioner, A. M., respectfully shows that A. B. was duly

¹ From Loveland on Bankruptcy, page 904 (2nd ed.).

adjudicated a bankrupt herein on the — day of —, 19—, upon a petition filed the — day of —, 19—, and your petitioner A. M. was on the — day of — appointed and duly qualified as trustee of the estate of the said A. B. in bankruptcy, and is now acting as the said trustee.

That among the debts scheduled by said bankrupt is one for — dollars (\$—), due C. D. and that such debt is of such a nature as to be released by a discharge in bankruptcy.

That at the time of the filing of the petition, on which said adjudication was made, a suit was pending in the — court of — entitled C. D. v. A. B., founded upon the debt aforesaid from which a discharge in bankruptcy would be a release, and that the suit is still pending therein, and that if such suit is not stayed, great injury will be done your petitioner and the estate of A. B. to be administered in bankruptcy herein.

Wherefore your petitioner prays that further proceedings in said suit may be stayed pursuant to the bankruptcy laws of the United States in such cases made and provided, and that an injunction may be issued out of this Honorable Court directed to the said C. D., restraining him, his agents, servants, attorneys and counselors from further prosecuting said suit in said court and for such other and further relief as to the court may seem just.

A. M.,
Trustee Petitioner.

State of — }
County of — } ss.

I, A. M., the petitioner mentioned in the foregoing petition, do hereby make solemn oath that the statements of fact contained therein are true to the best of my knowledge, information and belief.

Subscribed and sworn to before me this — day of —,
19—.

J. N.
Notary Public in and for said County and State.

No. 250.

INJUNCTION TO STAY SUIT.¹

The United States of America, }
 — District of — } ss.
 — Division }

The President of the United States of America, to R. S. and S. T., greeting:

Whereas, a petition has been filed on the bankruptcy side of the District Court of the United States for — Division of the — District of —, praying for an injunction to restrain the prosecution of a certain suit pending in the — court in the County of — State of — in which you are plaintiffs and A. B., bankrupt, is defendant, and has obtained an allowance for an injunction, as prayed for in said petition, from the District Court of the United States for the — District of —.

Now, therefore, we, having regard to the matters in said petition contained, do hereby command and strictly enjoin you, the said R. S. and S. T., or either of you, and each of your agents, servants, attorneys or counsellors, from further prosecuting said suit in said court, and from taking any further steps or proceeding in said action or suit now pending, as aforesaid, which commands and injunction you are respectively required to observe and obey until twelve months after the — day of —, the date the said A. B. was adjudged a bankrupt, or if within that time the said A. B. applies for a discharge, then until the question of such discharge is determined, or until our said District Court shall make further order in the premises.

Hereof fail not, under the penalty of the law thence ensuing.

Witness, the Honorable G. R., District Judge of the United States for the — District of —, this — day of —, A. D. 19—, and in the — year of the independence of the United States of America.

B. R.,

Clerk of said Court.

[SEAL]

¹ From Loveland on Bankruptcy, page 905 (2nd ed.).

No. 251.ORDER DENYING PRELIMINARY INJUNCTION
AGAINST EXECUTION CREDITORS.¹

[Caption.]

Ordered that the application of the trustee for a preliminary injunction against — and —, restraining them from proceeding with their executions against the bankrupt's wife, be denied and the petition filed — in that behalf be dismissed, also that the sheriff be directed to pay the money in his hands to the plaintiff in the executions, as if the proceedings here had not been taken. But this order is without prejudice to the trustee to proceed at law or in equity in any court of competent jurisdiction to recover the money from the execution creditors aforesaid, as he may be advised.

The complainant herein will pay the costs of this cause, for which execution is hereby awarded against him, and surety on his cost bond herein.

No. 252.PETITION FOR THE APPOINTMENT OF A
RECEIVER.²

[Caption.]

Respectfully show —, — and —, that heretofore, to wit, on the — day of —, —, your petitioners filed an involuntary petition in bankruptcy against the A. B. Co., to which petition reference is here made for the specific allegations thereof. That the estate of said The A. B. Co., consisting of goods, wares and merchandise, accounts, etc., have been set over, transferred and delivered to the assignee, C. W., with general authority to sell and dispose of the same, and that furthermore certain creditors of said company are seeking the appointment of a receiver to take charge of said property, under the orders of the — court of — County, —; that said property is in danger of being disposed of in some way not to the best advantage of your petitioners, and that large costs are being incurred, which

¹ From Loveland on Bankruptcy, page 906 (2nd ed.).

² From Loveland on Bankruptcy, pages 906-907 (2nd ed.).

are unnecessary and improper, and that therefore there may be considerable loss to the estate.

Wherefore, your petitioners pray that a temporary receiver to take charge of said estate, until a trustee can be elected, be at once appointed by your honor, and be empowered to take charge of and impound all of the property of said The A. B. Co. and hold the same subject to the further orders of this court.

—,
 —,
 —,
 By —,
 Their Attorney.

No. 253.

ORDER REFUSING TO APPOINT A RECEIVER.¹

[*Caption.*]

And on the — day of —, came the parties, by their attorneys. The court being now fully advised of the petitioners' motion for the appointment of a receiver herein, it is therefore considered by the court that the said motion be and the same is hereby overruled.

No. 254.

ORDER APPOINTING A RECEIVER.

The District Court of the United States, }
 for the — District of —. } In Bankruptcy.

In the matter of the petition of — to have The A. B. Company declared bankrupt.

This cause coming on to be heard upon the petition of —, creditors, to have a receiver appointed for said alleged bankrupt, The A. B. Company, and due notice having been served of this application, and it appearing to the court that it is absolutely necessary for the preservation of the estate of said alleged bankrupt that a receiver be forthwith appointed, to take charge of, hold, manage and conduct the estate, property and assets of said alleged bankrupt;

¹ From Loveland on Bankruptcy, page 907 (2nd ed.).

It is therefore ordered, adjudged and decreed that — be and he is hereby appointed receiver of all the assets and property of every kind and character of and belonging to said The A. B. Company, and said receiver is hereby clothed with all the power and authority of receivers in bankruptcy in like cases.

It is further ordered that said receiver, within three days from this date, file a bond as such receiver, in the usual form, in the penal sum of \$—— with surety to be approved by the clerk of this court, and that said petitioning creditors file a bond to the bankrupt in the usual form in the penal sum of —— dollars with surety to be approved by the clerk of this court; that said receiver forthwith cause an inventory and appraisal to be made of all the property and assets coming into his hands by virtue of his appointment, and report the same to this court. Said receiver is authorized and directed to employ all necessary help, including counsel, in the administration of his trust.

No. 255.

ADJUDICATION THAT DEBTOR IS NOT BANKRUPT.

(Official Form No. 11.)

In the District Court of the United States

For the —— District of ——.

	}	In Bankruptcy.

In the matter of

At ——, in said district, on —— day of ——, A. D. 19——, before the honorable ——, judge of the —— District of ——.

This cause came on to be heard at ——, in said court, upon the petition of —— that —— be adjudged a bankrupt within the true intent and meaning of the acts of Congress relating to bankruptcy, and [*here state the proceedings, whether there was no opposition, or if, opposed, state what proceedings were had*].

And thereupon, and upon consideration of the proofs in said cause [*and the arguments of counsel thereon, if any*], it was found that the facts set forth in said petition were not proved;

and it is therefore adjudged that said — was not a bankrupt, and that said petition be dismissed with costs.

Witness the honorable —, judge of said court, and the seal thereof, at —, in said district, on the — day of —, A. D.

19—.

[SEAL.]

—,
Clerk.

No. 256.

ADJUDICATION OF BANKRUPTCY.

(Official Form No. 12.)

In the District Court of the United States

For the — District of —.

— — —	} In Bankruptcy.
In the matter of	
— — —	
— — —	
Bankrupt	

At —, in said district, on the — day of —, A. D. 19—, before the honorable —, judge of said court in bankruptcy, the petition of — that — be adjudged a bankrupt, within the true intent and meaning of the acts of Congress relating to bankruptcy, having been heard and duly considered, the said — is hereby declared and adjudged bankrupt accordingly.

Witness the honorable —, judge of said court, and the seal thereof, at — in said district, on the — day of —, A. D.

19—.

[SEAL.]

—,
Clerk.

No. 257.

APPOINTMENT, OATH, AND REPORT OF APPRAISERS.

(Official Form No. 13.)

In the District Court of the United States

For the — District of —.

— — —	} In Bankruptcy.
In the matter of	
— — —	
Bankrupt.	
— — —	

It is ordered that —, of —, — of —, and —, of

—, three disinterested persons, be, and they are hereby, appointed appraisers to appraise the real and personal property belonging to the estate of the said bankrupt set out in the schedules now on file in this court, and report their appraisal to the court, said appraisal to be made as soon as may be, and the appraisers to be duly sworn.

Witness my hand this — day of —, A. D. 19—.

—,
Referee in Bankruptcy.

— District of —, ss.

Personally appeared the within-named — and severally made oath that they will fully and fairly appraise the aforesaid real and personal property according to their best skill and judgment.

Subscribed and sworn to before me this — day of —, A. D. 19—.

—,
—,
—,
[Official character.]

We, the undersigned, having been notified that we were appointed to estimate and appraise the real and personal property aforesaid, have attended to the duties assigned us, and after a strict examination and careful inquiry, we do estimate and appraise the same as follows:

	Dollars.	Cents.

In witness whereof we hereunto set our hands, at —, this — day of —, A. D. 19—.

—,
—,
—.

No. 258.

ORDER OF REFERENCE.

(Official Form No. 14.)

In the District Court of the United States

For the — District of —.

In the matter of

Bankrupt.

} In Bankruptcy.

Whereas, —; of —, in the County of —, and district aforesaid, on the — day of —, A. D. 19—, was duly adjudged a bankrupt upon a petition filed in this court by [*or*, against] him on the — day of —, A. D. 19—, according to the provisions of the acts of Congress relating to bankruptcy.

It is thereupon ordered that said matter be referred to —, one of the referees in bankruptcy of this court, to take such further proceedings therein as are required by said acts; and that the said — shall attend before said referee on the — day of — at —, and thenceforth shall submit to such orders as may be made by said referee or by this court relating to said — bankruptcy.

Witness the honorable —, judge of the said court, and the seal thereof, at —, in said district, on the — day of —, A. D. 19—.

Clerk.

[*Seal of the court.*]**No. 259.**

ORDER OF REFERENCE IN JUDGE'S ABSENCE.

(Official Form No. 15.)

In the District Court of the United States

For the — District of —.

In the matter of

} In Bankruptcy.

Whereas, on the — day of —, A. D. 19—, a petition was filed to have —, of —, in the County of —, and

district aforesaid, adjudged a bankrupt according to the provisions of the acts of Congress relating to bankruptcy; and whereas, the judge of said court was absent from said district at the time of filing said petition [*or, in case of involuntary bankruptcy, on the next day after the last day on which pleadings might have been filed, and none have been filed by the bankrupt or any of his creditors*], it is thereupon ordered that the said matter be referred to —, one of the referees in bankruptcy of this court, to consider said petition and take such proceedings therein as are required by said acts; and that the said — shall attend before said referee on the — day of —, A. D. 19—, at —.

Witness my hand and the seal of the said court, at —, in said district, on the — day of —, A. D. 19—.

—,
Clerk.

[*Seal of the court.*]

No. 260.

REFEREE'S OATH OF OFFICE.

(Official Form No. 16.)

I, —, do solemnly swear that I will administer justice without respect to persons, and do equal right to the poor and to the rich, and that I will faithfully and impartially discharge and perform all the duties incumbent on me as referee in bankruptcy, according to the best of my abilities and understanding, agreeably to the constitution and laws of the United States. So help me God.

Subscribed and sworn to before me this — day of —
A. D. 190—

—,
District Judge.

No. 261.

BOND OF REFEREE.

(Official Form No. 17.)

Know all men by these presents: That we, —, of —, as principal, and —, of —, and —, of —, as sureties, are held and firmly bound to the United States of America in

the sum of — dollars, lawful money of the United States, to be paid to the said United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed and sealed this — day of —, A. D. 19—.

The condition of this obligation is such that whereas the said — has been, on the — day of —, A. D. 19—, appointed by the honorable —, judge of the District Court of the United States for the — District of —, a referee in bankruptcy in and for the County of —, in said district under the acts of Congress relating to bankruptcy.

Now, therefore, if the said — shall well and faithfully discharge and perform all the duties pertaining to the said office of referee in bankruptcy, then this obligation to be void; otherwise to remain in full force and virtue.

Signed and sealed in the presence of

— [SEAL.]
— [SEAL.]
— [SEAL.]

Approved this — day of —, A. D. 19—.

—,
District Judge.

No. 262.

NOTICE OF FIRST MEETING OF CREDITORS.

(Official Form No. 18.)

In the District Court of the United States

For the — District of —. In Bankruptcy.

<p>— — — — — In the matter of — — — — — Bankrupt. — — — — —</p>	<p style="font-size: 3em;">}</p>	<p>In Bankruptcy.</p>
---	----------------------------------	-----------------------

To the creditors of —, of —, in the County of — and district aforesaid, a bankrupt:

Notice is hereby given that on the — day of —, A. D. 19—, the said — was duly adjudicated bankrupt; and that the first meeting of his creditors will be held at —, in —, on the — day of —, A. D. 19—, at — o'clock in the

— noon, at which time the said creditors may attend, prove their claims, appoint a trustee, examine the bankrupt and transact such other business as may properly come before said meeting.

_____,
Referee in Bankruptcy.

_____, 19—.

No. 263.

LIST OF DEBTS PROVED AT FIRST MEETING.

(Official Form No. 19.)

In the District Court of the United States
For the — District of —.

In the matter of

Bankrupt.

} In Bankruptcy.

At _____, in said district, on the _____ day of _____, A. D. 19—, before _____, referee in bankruptcy.

The following is a list of creditors who have this day proved their debts:

Names of creditors.	Residence.	Debts proved.	
		Dolls.	Cts.

_____,
Referee in Bankruptcy.

No. 264.

GENERAL LETTER OF ATTORNEY IN FACT WHEN
CREDITOR IS NOT REPRESENTED BY AT-
TORNEY AT LAW.

(Official Form No. 20.)

In the District Court of the United States
For the ——— District of ———.

—————	} In Bankruptcy.
In the matter of	
————— Bankrupt.	

To ———,
———:

I, ———, of ———, in the County of ——— and State of ———, do hereby authorize you, or any one of you, to attend the meeting or meetings of creditors of the bankrupt aforesaid at a court of bankruptcy, wherever advertised or directed to be holden, on the day and at the hour appointed and notified by said court in said matter, or at such other place and time as may be appointed by the court for holding such meeting or meetings, or at which such meeting or meetings, or any adjournment or adjournments thereof may be held, and then and there from time to time, and as often as there may be occasion, for me and in my name to vote for or against any proposal or resolution that may be then submitted under the acts of Congress relating to bankruptcy; and in the choice of trustee or trustees of the estate of the said bankrupt, and for me to assent to such appointment of trustee; and with like powers to attend and vote at any other meeting or meetings of creditors, or sitting or sittings of the court, which may be held therein for any of the purposes aforesaid; also to accept any composition proposed by said bankrupt in satisfaction of his debts, and to receive payment of dividends and of money due me under any composition, and for any other purpose in my interest whatsoever, with full power of substitution.

In witness whereof I have hereunto signed my name and affixed my seal the ——— day of ———, A. D. 19—.

——— [SEAL.]

Signed, sealed and delivered in presence of _____,

Acknowledged before me this _____ day of _____, A. D. 19—.

[Official character.]

No. 265.

SPECIAL LETTER OF ATTORNEY IN FACT.

(Official Form No. 21.)

_____ In the matter of _____ Bankrupt. _____	}	In Bankruptcy.
--	---	----------------

To _____,
_____:

I hereby authorize you, or any one of you, to attend the meeting of creditors in this matter, advertised or directed to be holden at _____, on the _____ day of _____, before _____, or any adjournment thereof, and then and there _____ for _____ and in _____ name to vote for or against any proposal or resolution that may be lawfully made or passed at such meeting or adjourned meeting, and in the choice of trustee or trustees of the estate of the said bankrupt.

In witness whereof I have hereunto signed my name and affixed my seal the _____ day of _____, A. D. 19—.

_____ [SEAL.]
Signed, sealed and delivered in presence of _____.

Acknowledged before me this _____ day of _____, A. D. 19—.

[Official character.]

No. 266.

APPOINTMENT OF TRUSTEE BY CREDITORS.

(Official Form No. 22.)

In the District Court of the United States

For the — District of —.

_____ In the matter of _____ Bankrupt. _____	}	In Bankruptcy.
--	---	----------------

At —, in said district, on the — day of —, A. D. 19—, before —, referee in bankruptcy.

This being the day appointed by the court for the first meeting of creditors in the above bankruptcy, and of which due notice has been given in the [*here insert the names of the newspapers in which notice was published*], we, whose names are hereunder written, being the majority in number and in amount of claims of the creditors of the said bankrupt, whose claims have been allowed, and who are present at this meeting, do hereby appoint —, of —, in the County of — and State of —, to be the trustee — of the said bankrupt's estate and effects.

Signatures of creditors.	Residences of the same.	Amount of debt.	
		Dolls.	Cts.

Ordered that the above appointment of trustee — be and the same is hereby approved.

_____,
Referee in Bankruptcy.

No. 267.

APPOINTMENT OF TRUSTEE BY REFEREE.

(Official Form No. 23.)

In the District Court of the United States

For the — District of —.

	}	In Bankruptcy.
Bankrupt.		

At —, in said district, on the — day of —, A. D. 19—, before —, referee in bankruptcy.

This being the day appointed by the court for the first meeting of creditors under the said bankruptcy and of which due notice has been given in the [*here insert the names of the newspapers in which notice was published*], I, the undersigned referee of the said court in bankruptcy, sat at the time and place above mentioned, pursuant to such notice, to take the proof of debts and for the choice of trustee under the said bankruptcy; and I do hereby certify that the creditors whose claims had been allowed and were present, or duly represented, failed to make choice of a trustee of said bankrupt's estate, and therefore I do hereby appoint —, of —, in the County of — and State of —, as trustee of the same.

—,
Referee in Bankruptcy.

No. 268.

NOTICE TO TRUSTEE OF HIS APPOINTMENT.

(Official Form No. 24.)

In the District Court of the United States

For the — District of —.

	}	In Bankruptcy.
Bankrupt.		

To —, of —, in the County of —, and district aforesaid:

I hereby notify you that you were duly appointed trustee [*or, one of the trustees*] of the estate of the above-named bank-

rupt at the first meeting of the creditors, on the — day of —, A. D. 19—, and I have approved said appointment. The penal sum of your bond as such trustee has been fixed at — dollars. You are required to notify me forthwith of your acceptance or rejection of the trust.

Dated at —, the — day of —, A. D. 19—.

—,
Referee in Bankruptcy.

No. 269.

BOND OF TRUSTEE.

(Official Form No. 25.)

Know all men by these presents: That we, — —, of —, as principal, and — —, of —, and — —, of —, as sureties, are held and firmly bound unto the United States of America in the sum of — dollars, in lawful money of the United States, to be paid to the said United States, for which payment, well and truly to be made, we bind ourselves and our heirs, executors and administrators, jointly and severally by these presents.

Signed and sealed this — day of —, A. D. 19—.

The condition of this obligation is such, that whereas the above-named — — was, on the — day of —, A. D. 19—, appointed trustee in the case pending in bankruptcy in said court, wherein — — is the bankrupt, and he, the said — —, has accepted said trust with all the duties and obligations pertaining thereunto:

Now, therefore, if the said — —, trustee as aforesaid, shall obey such orders as said court may make in relation to said trust, and shall faithfully and truly account for all the moneys, assets and effects of the estate of said bankrupt which shall come into his hands and possession, and shall in all respects faithfully perform all his official duties as said trustee, then this obligation to be void; otherwise, to remain in full force and virtue.

Signed and sealed in
presence of

— —
— —

— — [SEAL.]

— — [SEAL.]

— — [SEAL.]

No. 270.

ORDER APPROVING TRUSTEE'S BOND.

(Official Form No. 26.)

At a court of bankruptcy, held in and for the — District of —, at —, —, this — day of —, 19—.

Before — —, referee in bankruptcy, in the District Court of the United States for the — District of —.

In the matter of

Bankrupt.

} In Bankruptcy.

It appearing to the court that — —, of —, and in said district, has been duly appointed trustee of the estate of the above-named bankrupt, and has given a bond with sureties for the faithful performance of his official duties, in the amount fixed by the creditors, [*or*, by order of the court], to wit, in the sum of — dollars, it is ordered that the said bond be and the same is hereby approved.

_____,
Referee in Bankruptcy.

No. 271.

ORDER THAT NO TRUSTEE BE APPOINTED.

(Official Form No. 27.)

In the District Court of the United States for the — District of —.

In the matter of

Bankrupt.

} In Bankruptcy.

It appearing that the schedule of the bankrupt discloses no assets, and that no creditor has appeared at the first meeting, and that the appointment of a trustee of the bankrupt's estate is not now desirable, it is hereby ordered that until further order of the court, no trustee be appointed and no other meeting of the creditors be called.

_____,
Referee in Bankruptcy.

No. 272.

ORDER FOR EXAMINATION OF BANKRUPT.

(Official Form No. 28.)

In the District Court of the United States for the — District of —.

In the matter of _____ Bankrupt.	}	In Bankruptcy.
--	---	----------------

At —, on the — day of —, A. D. 19—.

Upon the application of —, trustee of said bankrupt [*or*, creditor of said bankrupt], it is ordered that said bankrupt attend before —, one of the referees in bankruptcy of this court, at —, on the — day of —, at — o'clock in the — noon, to submit to examination under the Acts of Congress relating to bankruptcy, and that a copy of this order be delivered to him, the said bankrupt, forthwith.

_____,
Referee in Bankruptcy.

No. 273.

EXAMINATION OF BANKRUPT OR WITNESS.

(Official Form No. 29.)

In the District Court of the United States for the — District of —.

In the matter of _____ Bankrupt.	}	In Bankruptcy.
--	---	----------------

At —, in said district, on the — day of —, A. D. 19—, before —, one of the referees in bankruptcy of said court.

—, of —, in the County of —, and State of —, being duly sworn and examined at the time and place above mentioned, upon his oath says [*here insert substance of examination of party*].

_____,
Referee in Bankruptcy.

No. 274.

SUMMONS TO WITNESS.

(Official Form No. 30.)

To —:

Whereas, —, of —, in the County of —, and State of —, has been duly adjudged bankrupt, and the proceeding in bankruptcy is pending in the District Court of the United States for the — district of —.

These are to require you, to whom this summons is directed, personally to be and appear before —, one of the referees in bankruptcy of the said court, at —, on the — day of at — o'clock in the — noon, then and there to be examined in relation to said bankruptcy.

Witness the Hon. —, judge of said court, and the seal thereof at —, this — day of —, A. D. 19—.

—,
Clerk.

RETURN OF SUMMONS TO WITNESS.

In the District Court of the United States for the — District of —

— }
In the matter of

— }
Bankrupt.

} In Bankruptcy.

On this — day of —, A. D. 19—, before me came —, of —, in the County of —, and State of —, and makes oath, and says that he did, on —, the — day of —, A. D. 19—, personally serve —, of —, in the County of —, and State of —, with a true copy of the summons hereto annexed, by delivering the same to him; and he further makes oath, and says that he is not interested in the proceeding in bankruptcy named in said summons.

Subscribed and sworn to before me this — day of —, A. D. 19—.

No. 275.

PROOF OF UNSECURED DEBT.

(Official Form No. 31.)

In the District Court of the United States

For the — District of —.

In the matter of

—————

Bankrupt.

} In Bankruptcy.

At —, in the County of — and State of —, on the — day of —, A. D. 19—, came —, of —, in the County of —, and State of —, and made oath, and says that —, the person by [*or, against*] whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said deponent in the sum of — dollars; (with interest after — —; that the average due date of the different items of said claim is the — day of —, 19—); that the consideration of said debt is as follows: (Goods sold and delivered at the dates and for the agreed prices set forth in the statement of account hereto attached and made part hereof as "Exhibit A"); that no part of said debt has been paid [*except* —]; that there are no set-offs or counterclaims to the same [*except* —]; that no note has been received for said claim; that no judgment has been rendered thereon, and that deponent has not, nor has any person by his order, or to his knowledge or belief, for his use, had or received any manner of security for said debt whatever. E. F.,

Creditor

Subscribed and sworn to before me this — day of —, A. D. 19—.

J. M.,

[*Official character.*]**No. 276.**

PROOF OF SECURED DEBT.

(Official Form No. 32.)

In the District Court of the United States for the — District of —.

In the matter of

—————

Bankrupt.

} In Bankruptcy.

At —, in the County of — and State of —, on the —

day of —, A. D. 19—, came —, of —, in the County of —, and State of —, and made oath, and says that —, the person by [*or, against*] whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said deponent in the sum of — dollars; that the consideration of said debt is as follows: _____; that no part of said debt has been paid [except _____]; that there are no sets-offs or counterclaims to the same [except _____]; and that the only securities held by this deponent for said debt are the following: _____

_____,
Creditor.

Subscribed and sworn to before me this — day of —,
A. D. —.

_____,
[*Official character.*]

No. 277.

PROOF OF DEBT DUE CORPORATION.

(Official Form No. 33.)

In the District Court of the United States for the — District of —.

<p>_____ In the matter of _____ Bankrupt.</p>	}	<p>In Bankruptcy.</p>
---	---	-----------------------

At —, in the County of — and State of —, on the day of —, A. D. 19—, came —, of —, in the County of —, and State of —, and made oath, and says that he is treasurer of the —, a corporation incorporated by and under the laws of the State of —, and carrying on business at —, in the County of —, and State of —, and that he is duly authorized to make this proof, and says that the said —, the person by [*or, against*] whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said corporation in the sum of — dollars; (with interest after —; that

the average due date of the different items of said claim is the — day of —, 19—). That the consideration of said debt is as follows: _____

that no part of said debt has been paid [except _____]; that there are no set-offs or counterclaims to the same [except _____]; that no note has been received for said claim; that no judgment has been rendered thereon; and that said corporation has not, nor has any person by its order, or to the knowledge or belief of said deponent, for its use, had or received any manner of security for said debt whatever.

_____,
Treasurer of said Corporation.

Subscribed and sworn to before me this — day of —,
A. D. 19—.

_____,
[Official character.]

No. 278.

PROOF OF DEBT BY PARTNERSHIP.

(Official Form No. 34.)

In the District Court of the United States for the — Dis-
trict of —.

_____ In the matter of _____ Bankrupt. _____	}	In Bankruptcy.
--	---	----------------

At —, in the County of — and State of —, on the — day of —, A. D. 19—, came —, of —, in the County of —, and State of —, and made oath, and says that he is one of the firm of —, consisting of himself and —, of —, in the County of —, and State of —; that the said —, the person by [or, against] whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to this deponent's said firm in the sum of — dollars (with interest after —, —; that the average due date of the different items of said

claim is the — day of —, 19—); that the consideration of said debt is as follows: _____; that no part of said debt has been paid [except _____]; that there are no set-offs or counterclaims to the same [except _____]; that no note has been received for said claim; that no judgment has been rendered thereon and that this deponent has not, nor has said firm, nor has any person by their order, or to this deponent's knowledge or belief, for their use, had or received any manner of security for said debt whatever.

_____,
Creditor.

Subscribed and sworn to before me this — day of —,
A. D. 19—.

_____,
[Official character.]

No. 279.

PROOF OF DEBT BY AGENT OR ATTORNEY.

(Official Form No. 35.)

In the District Court of the United States for the — Dis-
trict of —.

_____ In the matter of _____ Bankrupt. _____	}	In Bankruptcy.
--	---	----------------

At —, in the County of — and State of —, on the — day of —, A. D. 19—, came —, of —, in the County of —, and State of —, attorney [or, authorized agent], of —, in the County of —, and State of —, and made oath, and says that—, the person by [or, against] whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to the said —, in the sum of — dollars with interest after —, —: that the average due date of the different items of said claim is the — day of —, 19—. That the consideration of said debt is as follows: _____

that no part of said debt has been paid [except _____]

that there are no set-offs or counterclaims to the same (except —); that no note has been received for said claim; that no judgment has been rendered thereon; and that this deponent has not, nor has any person by his order, or to this deponent's knowledge or belief, for his use, had or received any manner of security for said debt whatever. And this deponent further says that this deposition can not be made by the claimant in person because —

and that he is duly authorized by his principal to make this affidavit, and that it is within his knowledge that the aforesaid debt was incurred as and for the consideration above stated, and that such debt, to the best of his knowledge and belief, still remains unpaid and unsatisfied.

Subscribed and sworn to before me this — day of —, A. D. 19—.

_____,
[Official character.]

No. 280.

PROOF OF SECURED DEBT BY AGENT.

(Official Form No. 36.)

In the District Court of the United States for the — District of —.

_____ In the matter of _____ Bankrupt. _____	}	In Bankruptcy.
--	---	----------------

At —, in the County of — and State of —, on the day of —, A. D. 19—, came —, of —, in the County of —, and State of —, attorney [*or*, authorized agent], of —, in the County of —, and State of —, and made oath, and says that —, the person by [*or*, against] whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to the said —, in the sum of — dollars, with interest after —, —: that the average due date of the different items of said claim is the — day of — 19—. That the consideration of

said debt is as follows: _____
 _____;
 that no part of said debt has been paid [except _____]
 _____];
 that there are no set-offs or counterclaims to the same [except
 _____];
 that no note has been received for said claim; that no judgment
 has been rendered thereon [except _____],
 and that the only securities held by said _____ for said debt
 are the following _____;
 _____;
 and this deponent further says that this deposition can not be
 made by claimant in person because _____,
 _____,
 and that he is duly authorized by his principal to make this
 deposition, and that it is within his knowledge that the afore-
 said debt was incurred as and for the consideration above stated.

Subscribed and sworn to before me this _____ day of _____,
 A. D. 19—.

[Official character.]

No. 281.

PROOF OF PRIORITY CLAIM OF WORKMAN, CLERK OR SERVANT, IN BANKRUPTCY.

(Insert in form of proof of unsecured debt, form No. 275.)

That the consideration of said debt is as follows: services rendered to said bankrupt as a _____ (workman, clerk, or, servant, *describing character of work performed*), within three months before the date of the filing of the petition herein, to wit: between the _____ day of _____, 19—, and the _____ day of _____, 19—; and being _____ days (or, weeks,) at \$_____ per day.. Deponent asks that said debt be allowed as a priority claim against said bankrupt's estate.

No. 282.

AFFIDAVIT OF LOST BILL OR NOTE.

(Official Form No. 37.)

In the District Court of the United States for the — District of —.

_____ In the matter of _____ Bankrupt. _____	}	In Bankruptcy.
--	---	----------------

On this — day of —, A. D. 19—, at —, came —, of —, in the county of —, and State of —, and makes oath, and says that the bill of exchange [*or* note], the particulars whereof are underwritten, has been lost under the following circumstances, to wit: _____

and that he, this deponent, has not been able to find the same; and this deponent further says that he has not, nor has the said —, or any person or persons, to their use, to this deponent's knowledge or belief, negotiated the said bill [*or*, note], nor in any manner parted with or assigned the legal or beneficial interest therein, or any part thereof; and that he, this deponent, is the person now legally and beneficially interested in the same.

Bill or note above referred to.

Date.	Drawer or maker.	Acceptor.	Sum.

Subscribed and sworn to before me this — day of —, A. D. 19—.

[*Official character.*]

No. 283.**ORDER REDUCING CLAIM.**

(Official Form No. 38.)

In the District Court of the United States for the — District of —.

— — —	}	In Bankruptcy.
In the matter of		
— — — Bankrupt.		

At —, in said district, on the — day of —, A.D. 19—.

Upon the evidence submitted to this court upon the claim of — against said estate [and, *if the fact be so*, upon hearing counsel thereon], it is ordered that the amount of said claim be reduced from the sum of —, as set forth in the affidavit in proof of claim filed by said creditor in said case, to the sum of —, and that the latter-named sum be entered upon the books of the trustee as the true sum upon which a dividend shall be computed [*if with interest*, with interest thereon from the — day of —, A. D. 19—].

—,
Referee in Bankruptcy.

No. 284.**ORDER EXPUNGING CLAIM.**

(Official Form No. 39.)

In the District Court of the United States for the — District of —.

— — —	}	In Bankruptcy.
In the matter of		
— — — Bankrupt.		

At —, in said district, on the — day of —, A. D. 19—.

Upon the evidence submitted to the court upon the claim of — against said estate [and, *if the fact be so*, upon hearing counsel thereon], it is ordered that said claim be disallowed and expunged from the list of claims upon the trustee's record in said case.

—,
Referee in Bankruptcy.

No. 285.

**LIST OF CLAIMS AND DIVIDENDS TO BE RECORDED
BY REFEREE AND BY HIM DELIVERED TO
TRUSTEE.**

(Official Form No. 40.)

In the District Court of the United States for the — Dis-
trict of —.

<p>_____ } In the matter of _____ } Bankrupt. } _____ }</p>	<p>In Bankruptcy.</p>
---	-----------------------

At —, in said district, on the — day of —, A. D. 19—.

A list of debts proved and claimed under the bankruptcy of
—, with — dividend at the rate of — per cent. this day
declared thereon by —, a referee in bankruptcy.

No.	Creditors. [To be placed alphabetically and the names of all the parties to the proof to be carefully set forth.]	Sum proved.		Dividend.	
		Dollars.	Cents.	Dollars.	Cents.

_____,
Referee in Bankruptcy.

No. 286.

NOTICE OF DIVIDEND.

(Official Form No. 41.)

In the District Court of the United States for the — District of —.

— — —	}	In Bankruptcy.
In the matter of		
— — — Bankrupt.		

At —, on the — day of —, A. D. 19—.

To —,

Creditor of —, bankrupt.

I hereby inform you that you may, on application at my office, —, on the — day of —, or on any day thereafter, between the hours of —, receive a warrant for the — dividend due to you out of the above estate. If you can not personally attend, the warrant will be delivered to your order on your filling up and signing the subjoined letter.

—,
Trustee.

CREDITOR'S LETTER TO TRUSTEE.

To —,

Trustee in bankruptcy of the estate of —, bankrupt:

Please deliver to — the warrant for dividend payable out of the said estate to me.

—,
Creditor.

No. 287.PETITION AND ORDER FOR SALE BY AUCTION OF
REAL ESTATE.

(Official Form No. 42.)

In the District Court of the United States for the — District of —.

— — —	}	In Bankruptcy.
In the matter of		
— — — Bankrupt.		

Respectfully represents —, trustee of the estate of said

bankrupt, that it would be for the benefit of said estate that a certain portion of the real estate of said bankrupt, to wit: [*here describe it and its estimated value*] should be sold by auction, in lots or parcels, and upon terms and conditions as follows:—

Wherefore he prays that he may be authorized to make sale by auction of said real estate as aforesaid.

Dated this — day of —, A. D. 19—.

—,
Trustee.

The foregoing petition having been duly filed, and having come on for a hearing before me, of which hearing ten days' notice was given by mail to creditors of said bankrupt, now, after due hearing, no adverse interest being represented thereat [*or, after hearing — in favor of said petition and — in opposition thereto*], it is ordered that the said trustee be authorized to sell the portion of the bankrupt's real estate specified in the foregoing petition by auction, keeping an accurate account of each lot or parcel sold and the price received therefor and to whom sold; which said account he shall file at once with the referee.

Witness my hand this — day of —, A. D. 19—.

—,
Referee in Bankruptcy.

No. 288.

PETITION AND ORDER FOR REDEMPTION OF PROPERTY FROM LIEN.

(Official Form No. 43.)

In the District Court of the United States for the — Dis-
trict of —.

— — —	}	In Bankruptcy.
In the matter of		
— — — Bankrupt.		

Respectfully represents —, trustee of the estate of said bankrupt, that a certain portion of said bankrupt's estate, to wit: [*here describe the estate or property and its estimated value*]

is subject to a mortgage [*describe the mortgage*], or to a conditional contract [*describing it*], or to a lien [*describe the origin and nature of the lien*], [*or if the property be personal property, has been pledged or deposited and is subject to a lien*] for [*describe the nature of the lien*] and that it would be for the benefit of the estate that said property should be redeemed and discharged from the lien thereon. Wherefore he prays that he may be empowered to pay out of the assets of said estate in his hands the sum of —, being the amount of said lien, in order to redeem said property therefrom.

Dated this — day of —, A. D. 19—.

—,
Trustee.

The foregoing petition having been duly filed and having come on for a hearing before me, of which hearing ten days' notice was given by mail to creditors of said bankrupt, now, after due hearing, no adverse interest being represented thereat [*or, after hearing — in favor of said petition and — in opposition thereto*], it is ordered that the said trustee be authorized to pay out of the assets of the bankrupt's estate specified in the foregoing petition the sum of —, being the amount of the lien, in order to redeem the property therefrom.

Witness my hand this — day of —, A. D. 19—.

—,
Referee in Bankruptcy.

No. 289.

PETITION AND ORDER FOR SALE SUBJECT TO LIEN.

(Official Form No. 44.)

In the District Court of the United States for the — District of —.

<p>— — — — — In the matter of — — — — — Bankrupt. — — — — —</p>	}	In Bankruptcy.
---	---	----------------

Respectfully represents. —, trustee of the estate of said bankrupt, that a portion of said bankrupt's estate, to wit [*here describe the estate or property and its estimated value*] is sub-

ject to a mortgage [*describe mortgage*], or to a conditional contract [*describe it*], or to a lien [*describe the origin and nature of the lien*], or [*if the property be personal property*] has been pledged or deposited and is subject to a lien for [*describe the nature of the lien*], and that it would be for the benefit of the said estate that said property should be sold, subject to said mortgage, lien or other incumbrance. Wherefore he prays that he may be authorized to make sale of said property, subject to the incumbrance thereon.

Dated this — day of —, A. D. 19—.

—,
Trustee.

The foregoing petition having been duly filed and having come on for hearing before me, of which hearing ten days' notice was given by mail to creditors of said bankrupt, now, after due hearing, no adverse interest being represented thereat [*or, after hearing — in favor of said petition and — in opposition thereto*] it is ordered that the said trustee be authorized to sell the portion of the bankrupt's estate specified in the foregoing petition, by auction [*or, at private sale*], keeping an accurate account of the property sold and the price received therefor and to whom sold; which said account he shall file at once with the referee.

Witness my hand this — day of —, A. D. 19—.

—,
Referee in Bankruptcy.

No. 290.

PETITION AND ORDER FOR PRIVATE SALE.

(Official Form No. 45.)

In the District Court of the United States for the — District of —.

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—	—	—																	
}	In the matter of																		
}	Bankrupt.																		
}	In Bankruptcy.																		

Respectfully represents —, duly appointed trustee of the estate of the aforesaid bankrupt.

That for the following reasons, to wit: _____

it is desirable and for the best interest of the estate to sell at private sale a certain portion of the said estate, to wit: —

Wherefore he prays that he may be authorized to sell the said property at private sale.

Dated this — day of —, A. D. 19—.

—,
Trustee.

The foregoing petition having been duly filed and having come on for a hearing before me, of which hearing ten days' notice was given by mail to creditors of said bankrupt, now, after due hearing, no adverse interest being represented thereat [*or*, after hearing — in favor of said petition and — in opposition thereto], it is ordered that the said trustee be authorized to sell the portion of the bankrupt's estate specified in the foregoing petition, at private sale, keeping an accurate account of each article sold and the price received therefor and to whom sold; which said account he shall file at once with the referee.

Witness my hand this — day of —, A. D. 19—.

—,
Referee in Bankruptcy.

No. 291.

PETITION AND ORDER FOR SALE OF PERISHABLE PROPERTY.

(Official Form No. 46.)

In the District Court of the United States for the — District of —.

— — — In the matter of — — — Bankrupt. — — —	}	In Bankruptcy.
--	---	----------------

Respectfully represents —, the said bankrupt [*or*, a creditor, *or*, the receiver, *or*, the trustee of the said bankrupt's estate].

That part of the said estate, to wit: —————

now in —, is perishable, and that there will be loss if the same is not sold immediately.

Wherefore he prays the court to order that the same be sold immediately as aforesaid.

Dated this — day of —, A. D. 19—.

—, The foregoing petition having been duly filed and having come on for a hearing before me, of which hearing ten days' notice was given by mail to the creditors of the said bankrupt [*or*, without notice to the creditors], now, after due hearing, no adverse interest being represented thereat [*or*, after hearing — in favor of said petition, and — in opposition thereto], I find that the facts are as above stated and that the same is required in the interest of the estate, and it is therefore ordered that the same be sold forthwith and the proceeds thereof deposited in court.

Witness my hand this — day of —, A. D. 19—.

—,
Referee in Bankruptcy.

No. 292.

TRUSTEE'S REPORT OF EXEMPTED PROPERTY.

(Official Form No. 47.)

In the District Court of the United States for the — District of —.

<p>— — — — — In the matter of — — — — — Bankrupt. — — — — —</p>	<p>} In Bankruptcy.</p>
---	-------------------------

At —, in said district, on the — day of —, A. D. 19—.

The following is a schedule of property designated and set apart to be retained by the bankrupt aforesaid, as his own property, under the provisions of the Acts of Congress relating to bankruptcy:

General head.	Particular description.	Value.	
Military uniforms, arms, and equipments Property exempted by State laws		Dolls.	Cts.

_____,
Trustee.

No. 293.

TRUSTEE'S RETURN OF NO ASSETS.

(Official Form No. 48.)

In the District Court of the United States for the — District of —.

_____ In the matter of _____ Bankrupt. _____	} In Bankruptcy.
--	------------------

At _____, in said district, on the _____ day of _____, A. D. 19____. County of _____, and State of _____, and makes oath and says that he, as trustee of the estate and effects of the above-named bankrupt, neither received nor paid any moneys on account of the estate.

Subscribed and sworn to before me at _____, this _____ day of _____, A. D. 19____.

_____,
Referee in Bankruptcy.

No. 294.

ACCOUNT OF TRUSTEE.

(Official Form No. 49.)

Dr. The estate of _____, bankrupt, in account with _____, trustee. Cr.

Dolls.	Cts.	Dolls.	Cts.	Dolls.	Cts.	Dolls.	Cts.

No. 295.

OATH TO FINAL ACCOUNT OF TRUSTEE.

(Official Form No. 50.)

In the District Court of the United States for the — District of —.

In the matter of	}	In Bankruptcy.
Bankrupt.		

On this — day of —, A. D. 19—, before me comes —, of —, in the County of —, and State of —, and makes oath, and says that he was, on the — day of —, A. D. 19—, appointed trustee of the estate and effects of the above-named bankrupt, and that as such trustee he has conducted the settlement of the said estate. That the account hereto annexed, containing — sheets of paper, the first sheet whereof is marked with the letter — [*reference may here also be made to any prior account filed by said trustee*], is true, and such account contains entries of every sum of money received by said trustee on account of the estate and effects of the above-named bankrupt, and that the payments purporting in such account to have been made by said trustee have been so made by him. And he asks to be allowed for said payments and for commissions and expenses as charged in said accounts.

—,
Trustee.

Subscribed and sworn to before me at —, in said — district of —, this — day of —, A. D. 19—.

—,
[Official character.]

No. 296.

ORDER ALLOWING ACCOUNT AND DISCHARGING TRUSTEE.

(Official Form No. 51.)

In the District Court of the United States for the — District of —.

 In the matter of }
 _____ }
 Bankrupt. } In Bankruptcy.

The foregoing account having been presented for allowance, and having been examined and found correct, it is ordered that the same be allowed, and that the said trustee be discharged of his trust.

_____,
 Referee in Bankruptcy.

No. 297.

PETITION FOR REMOVAL OF TRUSTEE.

(Official Form No. 52.)

In the District Court of the United States for the — District of —.

 In the matter of }
 _____ }
 Bankrupt. } In Bankruptcy.

To the Honorable _____.

Judge of the District Court for the — District of —:

The petition of _____, one of the creditors of said bankrupt, respectfully represents that it is for the interest of the estate of said bankrupt that _____, heretofore appointed trustee of said bankrupt's estate, should be removed from his trust, for the causes following, to wit: [*here set forth the particular cause or causes for which such removal is requested.*]

Wherefore _____ pray that notice may be served upon said _____, trustee as aforesaid, to show cause, at such time as may be fixed by the court, why an order should not be made removing him from said trust.

No. 298.

NOTICE OF PETITION FOR REMOVAL OF TRUSTEE.

(Official Form No. 53.)

In the District Court of the United States for the — District of —.

In the matter of	}	In Bankruptcy.
Bankrupt.		

At —, on the — day of —, A. D. 19—.

To —,

Trustee of the estate of —, bankrupt:

You are hereby notified to appear before this court, at —, on the — day of —, A. D. 19—, at — o'clock — M., to show cause (if any you have) why you should not be removed from your trust as trustee as aforesaid, according to the prayer of the petition of —, one of the creditors of said bankrupt, filed in this court on the — day of —, A. D. 19—, in which it is alleged [*here insert the allegation of the petition*].

—,
Clerk.

No. 299.

. ORDER FOR REMOVAL OF TRUSTEE.

(Official Form No. 54.)

In the District Court of the United States for the — District of —.

In the matter of	}	In Bankruptcy.
Bankrupt.		

Whereas, —, of —, did, on the — day of —, A. D. 19—, present his petition to this court, praying that, for reasons therein set forth, —, the trustee of the estate of said —, bankrupt, might be removed:

Now, therefore, upon reading the said petition of the said — and the evidence submitted therewith, and upon hearing counsel

on behalf of said petitioner and counsel for the trustee, and upon the evidence submitted on behalf of said trustee :

It is ordered that the said — be removed from the trust as trustee of the estate of said bankrupt, and the costs of the said petitioner incidental to said petition be paid by said —, trustee [*or*, out of the estate of the said —, subject to prior charges].

Witness the Honorable —, judge of the said court, and the seal thereof, at —, in said district, on the — day of —, A. D. 19—.

[*Seal of the court.*]

—,
Clerk.

No. 300.

ORDER FOR CHOICE OF NEW TRUSTEE.

(Official Form No. 55.)

In the District Court of the United States for the — District of —.

<p>— — — In the matter of — — — Bankrupt. — — —</p>	<p>} In Bankruptcy.</p>
---	-------------------------

At —, on the — day of —, A. D. 19—.

Whereas, by reason of the removal [*or*, the death, *or*, resignation] of —, heretofore appointed trustee of the estate of said bankrupt, a vacancy exists in the office of said trustee.

It is ordered that a meeting of the creditors of said bankrupt be held at —, in —, in said district, on the — day of —, A. D. 19—, for the choice of a new trustee of said estate.

And it is further ordered that notice be given to said creditors of the time, place and purpose of said meeting, by letter to each, to be deposited in the mail at least ten days before that day.

—,
Referee in Bankruptcy.

No. 301.

CERTIFICATE BY REFEREE TO JUDGE.

(Official Form No. 56.)

In the District Court of the United States for the — District
of —:

	}	In Bankruptcy.
In the matter of		
Bankrupt.		

I, —, one of the referees of said court in bankruptcy, do hereby certify that in the course of the proceedings in said cause before me the following question arose pertinent to the said proceedings: [*Here state the question, a summary of the evidence relating thereto, and the finding and order of the referee thereon.*]

And the said question is certified to the judge for his opinion thereon.

Dated at —, the — day of —, A. D. 19—.

—,
Referee in Bankruptcy.

No. 302.

BANKRUPT'S PETITION FOR DISCHARGE.

(Official Form No. 57.)

	}	In Bankruptcy.
In the matter of		
Bankrupt.		

To the Honorable —,

Judge of the District Court of the United States for the
District of —:

—, of —, in the County of —, and State of —, in said district, respectfully represents that on the — day of —, last past, he was duly adjudged bankrupt under the Acts of Congress relating to bankruptcy; that he has duly surrendered all his property and rights of property, and has fully complied with

all the requirements of said acts and of the orders of the court touching his bankruptcy.

Wherefore he prays that he may be decreed by the court to have a full discharge from all debts provable against his estate under said bankrupt acts, except such debts as are excepted by law from such discharge.

Dated this — day of —, A. D. 19—.

—,
Bankrupt.

ORDER OF NOTICE THEREON.

District of —, ss.

On this — day of —, A. D. 19—, on reading the foregoing petition, it is

Ordered by the court that a hearing be had upon the same on the — day of —, A. D. 19—, before said court, at —, in said district, at — o'clock in the — noon; and that notice thereof be published in —, a newspaper printed in said district, and that all known creditors and other persons in interest may appear at the said time and place and show cause, if any they have, why the prayer of the said petitioner should not be granted.

And it is further ordered by the court that the clerk shall send by mail to all known creditors copies of said petition and this order, addressed to them at their places of residence as stated.

Witness the Honorable —, judge of the said court, and the seal thereof, at — in said district, on the — day of —, A. D. 19—.

[*Seal of the court.*]

—,
Clerk.

— hereby depose, on oath, that the foregoing order was published in the — on the following — days, viz.:

On the — day of —, and on the — day of —, in the year 19—.

District of —.

Personally appeared —, and made oath that the foregoing statement by him subscribed is true.

Before me,

—,
[*Official character.*]

I hereby certify that I have on this — day of —, A. D. 19—, sent by mail copies of the above order, as therein directed.

—,
Clerk.

No. 303.SPECIFICATION OF GROUNDS OF OPPOSITION TO
BANKRUPT'S DISCHARGE.

(Official Form No. 58.)

In the District Court of the United States for the — District
of —.

—	}	In Bankruptcy.
—		
Bankrupt.		

—, of —, in the County of —, and State of —, a party interested in the estate of said —, bankrupt, do hereby oppose the granting to him of a discharge from his debts, and for the grounds of such opposition do file the following specification: [*Here specify the grounds of opposition.*]

—,
Creditor.

No. 304.

DISCHARGE OF BANKRUPT.

(Official Form No. 59.)

District Court of the United States, — District of —.

Whereas, —, of —, in said district, has been duly adjudged a bankrupt under the Acts of Congress relating to bankruptcy, and appears to have conformed to all the requirements of law in that behalf, it is therefore ordered by this court that said — be discharged from all debts and claims which are made provable by said acts against his estate, and which existed on the — day of —, A. D. 19—, on which day the petition for adjudication was filed — him; excepting such debts as are by law excepted from the operation of a discharge in bankruptcy.

Witness the Honorable —, judge of said district court, and the seal thereof this — day of —, A. D. 19—.

[*Seal of the court.*]

—,
Clerk.

No. 305.

PETITION FOR MEETING TO CONSIDER COMPOSITION.

(Official Form No. 60.)

In the District Court of the United States for the — District
of —.

In the matter of	}	In Bankruptcy.
Bankrupt.		

To the Honorable —, Judge of the District Court of the
United States for the — District of —:

The above-named bankrupt respectfully represents that a composition of — per cent. upon all unsecured debts, not entitled to a priority — in satisfaction of — debts has been proposed by — to — creditors, as provided by the Acts of Congress relating to bankruptcy, and — verily believe that the said composition will be accepted by a majority in number and in value of — creditors whose claims are allowed.

Wherefore, he prays that a meeting of — creditors may be duly called to act upon said proposal for a composition, according to the provisions of said acts and the rules of court.

—,
Bankrupt.

No. 306.

APPLICATION FOR CONFIRMATION OF COMPOSITION.

(Official Form No. 61.)

In the District Court of the United States for the — District
of —.

In the matter of	}	In Bankruptcy.
Bankrupt.		

To the Honorable —, Judge of the District Court of the
United States for the — District of —.

At —, in said district, on the — day of —, A. D. 19—.

Now comes —, the above named bankrupt, and respectfully represents to the court that; after he had been examined in open court [*or*, at a meeting of his creditors] and had filed in court a schedule of his property and a list of his creditors, as required by law, he offered terms of composition to his creditors, which terms have been accepted in writing by a majority in number of all creditors whose claims have been allowed, which number represents a majority in amount of such claims; that the consideration to be paid by the bankrupt to his creditors, the money necessary to pay all debts which have priority, and the costs of the proceedings, amounting in all to the sum of — dollars, has been deposited, subject to the order of the judge, in the — National Bank, of —, a designated depository of money in bankruptcy cases.

Wherefore, the said — respectfully asks that the said composition may be confirmed by the court.

—,
Bankrupt.

No. 307.

ORDER CONFIRMING COMPOSITION.

(Official Form No. 62.)

In the District Court of the United States for the — District of —.

—	}	In Bankruptcy.
—		
Bankrupt.		

An application for the confirmation of the composition offered by the bankrupt having been filed in court, and it appearing that the composition has been accepted by a majority in number of creditors whose claims have been allowed and of such allowed claims; and the consideration and the money required by law to be deposited having been deposited as ordered in such place as was designated by the judge of said court, and subject to his order; and it also appearing that it is for the best interests of the creditors; and that the bankrupt has not been guilty of any of the acts or failed to perform any of the duties which would be a bar to his discharge, and that the offer and its acceptance

are in good faith and have not been made or procured by any means, promises or acts contrary to the Acts of Congress relating to bankruptcy: It is therefore hereby ordered that the said composition be and it hereby is confirmed.

Witness the Honorable —, judge of said court, and the seal thereof, this — day of —, A. D. 19—.

[SEAL]

—,
Clerk.

No. 308.

ORDER OF DISTRIBUTION ON COMPOSITION.

(Official Form No. 63.)

United States of America:

In the District Court of the United States for the — District of —.

—	}	In Bankruptcy.
—		
Bankrupt.		

The composition offered by the above named bankrupt in this case having been duly confirmed by the judge of said court, it is hereby ordered and decreed that the distribution of the deposit shall be made by the clerk of the court as follows, to wit: *First.* To pay the several claims which have priority. *Second.* To pay the costs of proceedings. *Third.* To pay, according to the terms of the composition, the several claims of general creditors which have been allowed and appear upon a list of allowed claims on the files in this case, which list is made a part of this order.

Witness the Honorable —, judge of said court, and the seal thereof, this — day of —, A. D. 19—.

[SEAL].

—,
Clerk.

CHAPTER XII.

BILLS OF LADING.

NOTE.

A bill of lading is a contract including a receipt. It is a contract admitting the receipt of certain goods, with an agreement to carry and deliver them.¹

Bills of lading usually contain express provisions making them non-negotiable and requiring, if the words "or order" be inserted, that the original bill of lading, properly endorsed, be surrendered before delivery. In the absence of such a stipulation, a bill of lading is quasi negotiable, if it contain words of negotiability such as "or order" or "assigns,"² but not negotiable in the sense that commercial paper payable to order, or bearer, or assigns, is negotiable.³ In so far as it is a contract a bill of lading cannot be contradicted, altered or varied by parol evidence,⁴ but in so far as it is a receipt as well as in its recitals of fact, it may be contradicted or explained by parol evidence.⁵ A memorandum on the margin of a bill of lading at the time of its execution is a part of the contract.⁶ A provision in a bill of lading basing the transportation charges according to the valuation placed on the goods by the consignor, and limiting the liability of the carrier to the valuation so placed thereon, by the consignor, is valid, if made fairly, and without fraud, concealment or deception, and recovery will be limited to the amount of such valuation even if loss occurs through negligence of the carrier.⁷

¹ Babcock v. May, 4 Ohio 335 (346);
Wood v. Perry, Wright 240.

² Page v. R. R. Co., 4 W. L. M. 644
(650).

³ Emery Sons v. Irving N. B., 25
Ohio St. 360 (367).

⁴ Babcock v. May, 4 Ohio 335 (346);

Wayne v. Steamboat, 16 Ohio 422; Ry.
Co. v. La Tourette, 2 C. C. 279.

⁵ Dean v. King, 22 Ohio St. 118.

⁶ Lawrence v. McGregor, Wright, 193.

⁷ Railroad v. Hubbard, 72 Ohio St.
302.

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No. 309.

RAILWAY BILL OF LADING.

The — Railway Company. Received subject to the classification in effect on the date of issue of this Bill of Lading, at — Station —, 19—, from, — the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to said destination if on its line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, in consideration of the rate of freight hereinafter named, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time, interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (see conditions on back hereof), and which are agreed to by the shipper and accepted for himself and his assigns as just and reasonable.

* * * * *

NOT NEGOTIABLE.

If the word "ORDER" is written hereon immediately before or after the name of the party to whose order the property is consigned, the surrender of the Bill of Lading, properly endorsed, shall be required before the delivery of the property at destination, as provided by Section 9 of the Conditions of the Uniform Bill of Lading on the back hereof.

_____,
Agent.

(The signature of the agent here acknowledges only the receipt of the property and the charges advanced, if any.)

No. 310.

UNIFORM BILL OF LADING CONDITIONS.

1. No carrier or party in possession of all or any of the property herein described, shall be liable for any loss thereof or damage thereto, by causes beyond its control; or by floods or by fire; or by quaran-

tine; or by riots, strikes or stoppage of labor; or by leakage, breakage, chafing, loss in weight, changes in weather, heat, frost, wet or decay; or from any cause if it be necessary or is usual to carry such property upon open cars.

2. No carrier is bound to carry said property by any particular train or vessel, or in time for any particular market, or otherwise than with as reasonable despatch as its general business will permit. Every carrier shall have the right, in case of necessity, to forward said property by any railroad or route between the point of shipment and the point to which the rate is given.

3. No carrier shall be liable for loss or damage not occurring on its own road or its portion of the through route, nor after said property is ready for delivery to the next carrier or to consignee. The amount of any loss or damage for which any carrier becomes liable shall be computed at the value of the property at the place and time of shipment under this bill of lading, unless a lower value has been agreed upon or is determined by the classification upon which the rate is based, in either of which events such lower value shall be the maximum price to govern such computation. Claims for loss or damage must be made in writing to the agent at point of delivery promptly after arrival of the property, and if delayed for more than thirty days after the delivery of the property, or after due time for the delivery thereof, no carrier hereunder shall be liable in any event. Any carrier or party liable on account of loss of or damage to any of said property, shall have the full benefit of any insurance that may have been effected upon or on account of said property.

4. All property shall be subject to necessary cooerage and baling at owner's cost. Each carrier over whose route cotton is to be carried hereunder shall have the privilege, at its own cost, of compressing the same for greater convenience in handling and forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is an elevator may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered, and placed with other grain of same kind, without respect to ownership, and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder. No carrier shall be liable for differences in weights or for shrinkage of any grain or seed carried in bulk.

5. Property not removed by the person or party entitled to receive it within twenty-four hours after its arrival at destination, may be kept in the car, depot or place of delivery of the carrier, at the sole risk of the owner of said property, or may be, at the option of the carrier, removed and otherwise stored at the owner's risk and cost, and there held subject to lien for all freight and other charges. The delivering carrier may make a reasonable charge per

day for the detention of any vessel or car and for use of track after the car has been held forty-eight hours for unloading, and may add such charge to all other charges hereunder, and hold said property subject to a lien therefor. Property destined to or taken from a station at which there is no regularly appointed agent shall be entirely at risk of owner when unloaded from cars, or until loaded into cars; and, when received from or delivered on private or other sidings, shall be at owner's risk until the cars are attached to, and after they are detached from, trains.

6. No carrier hereunder will carry, or be liable in any way for, any documents, specie or for any article of extraordinary value not specifically rated in the published classifications, unless a special agreement to do so, and a stipulated value of the articles, are endorsed hereon.

7. Every party, whether principal or agent, shipping inflammable, explosive, or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for all loss or damage caused thereby, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

8. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be void.

9. If the word "order" is written hereon immediately before or after the name of the party to whose order the property is consigned, without any condition or limitation other than the name of a party to be notified of the arrival of the property, the surrender of this bill of lading properly endorsed shall be required before the delivery of the property at destination. If any other than the aforesaid form of consignment is used herein, the said property may, at the option of the carrier, be delivered without requiring the production or surrender of this bill of lading.

10. Owner or consignee shall pay freight at the rate herein stated, and all other charges accruing on said property, before delivery, and according to weights as ascertained by any carrier hereunder; and if upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped, and at the rates and under the rules provided for by published classifications.

11. If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the conditions, whether printed or written, contained in this bill of lading, including the condition that no carrier or party shall be liable for any loss or damage resulting from the perils of the lakes, sea, or other waters; or from explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, machinery or appurtenances; or from collision, stranding, or other accidents of navigation; or from the prolongation of the voyage. And any vessel

carrying any or all of the property herein described shall have the liberty to call at intermediate ports; to tow and be towed, and to assist vessels in distress, and to deviate for the purpose of saving life or property. And any carrier by water, liable on account of loss of or damage to any of said property, shall have the full benefit of any insurance that may have been effected upon or on account of said property.

No. 311.

BILL OF LADING OF LIVE STOCK.

NOTICE TO SHIPPERS.—The Shipper will value his stock, which valuation will be inserted in the contract, and the charge for carriage will be based on such valuation.

THE EXPRESS COMPANY—LIMITED LIABILITY LIVE STOCK CONTRACT.

[IN DUPLICATE.]

One copy to be given to Shipper; the other copy to be sent to Superintendent.

This Contract, made at.....this.....day of.....19.....between The Express Company, party of the first part, hereinafter called the Express Company, and.....hereinafter called the Shipper, party of the second part.

1. **Witnesseth:** That the Express Company undertakes to forward to the Railroad depot reached by the Express Company, which is nearest to destination, the animals hereinafter mentioned, of which the Shipper declares himself to be the owner (or duly authorized agent of the owner), to wit:

(Enter on the following lines, in words, not figures, the number and the kind of animals or birds.)

.....

 consigned to
 at.....for the sum of
Dollars and.....Cents,
 which charge is fixed by and based upon the value of said animals as declared by the Shipper, as hereinafter mentioned.

2. And in consideration of the premises, said parties agree: That the Shipper, before delivering the said animals to said Express Company, demanded to be advised of the rates to be charged for the carriage of said animals as aforesaid, and thereupon was offered by said Express Company alternative rates proportioned to the value of said animals, such value to be fixed and declared by the Shipper, and according to the following tariff of charges, viz.:

Charge for the shipment at these values.

- 3. For Horses, Jacks or Mules of a value not exceeding \$75.00 each..... \$.....
- For Bulls, Burros, Calves, Colts, Cows, Deer, Dogs, Elks, Goats, Hogs, Ponies, Sheep, Steers or animals not otherwise specified, of a value not exceeding \$50.00 each..... ..
- For Cats, Ferrets, Guinea Pigs, Rabbits, Fancy Pigeons or Fancy Fowls, or other Live Fowls, Birds, or Reptiles, of a value not exceeding \$5.00 each.... ..
- For a carload of Horses, Jacks or Mules, of a value not exceeding \$75.00 for each animal..... ..
- For a carload of Bulls, Burros, Calves, Colts, Cows, Deer, Dogs, Elks, Goats, Hogs, Ponies, Sheep, Steers or animals not otherwise specified of a value not exceeding \$50.00 for each animal..... ..
- 4. When the value declared by the Shipper exceeds the value stated in the preceding paragraph, an addition to the foregoing charge will be made according to the following schedule, to wit:

When the Merchandise rate is	The additional charge will be
Not over \$1.00 per 100 lbs.....	— % of excess valuation.
Over \$1.00 per 100 lbs. and not over \$2.00 per 100 lbs.	— % “ “
Over \$2.00 per 100 lbs. and not over \$3.00 per 100 lbs.	— % “ “
Over \$3.00 per 100 lbs. and not over \$5.00 per 100 lbs.	— % “ “
Over \$5.00 per 100 lbs.....	— % “ “

5. The Shipper in order to avail himself of said alternative rates, and in consideration thereof, being asked by the Express Company to value said property, now declares the values hereinafter mentioned to be the true values of said animals so to be shipped as follows, to wit:

(Number and kind) Value \$.....
 (Number and kind) Value \$.....
 (Number and kind) Value \$.....

6. The Shipper agrees that the responsibility of the Express Company shall be that of a forwarder only and not that of a common carrier, and that the Express Company shall not be liable for the conduct or acts of the animals to themselves or to each other, such as biting, kicking, goring or smothering, nor for loss or damage aris-

ing from the condition of the animals themselves or which results from their nature or propensities, which risks are assumed by the Shipper. The Shipper hereby releases and discharges the Express Company from all liability for delay, injuries to or loss of said animals from any cause whatever, unless such delay, injury or loss shall be caused by the negligence of the agents or employes of the Express Company, and in such event the Express Company shall be liable only to the extent of actual damage, which shall in no event exceed the valuation herein declared by the Shipper.

7. If any sum of money besides the charges for transportation is to be collected from the consignee on delivery of the said animals, and the same is not paid at once, the Shipper agrees that the Express Company may, at its option, retain said animals with ordinary and reasonable care, at the risk and expense of the Shipper, or may return same to the Shipper, the Shipper to pay charges for transportation both ways and all other expenses.

8. The Shipper agrees to load, tranship and unload said animals at his own risk, the Express Company furnishing the necessary laborers to assist.

9. Upon the arrival of said animals at the railroad depot nearest destination, the Shipper or consignee shall forthwith receive said animals and pay the charges due thereon, and if from any cause the Shipper or consignee shall fail or refuse to duly receive the same and pay any such charges, then the Express Company or the connecting carrier having said animals in charge may, as the agent of the Shipper, have said animals put and provided for in some suitable place at the cost and risk of the Shipper or consignee, and at any time or times thereafter may sell the same, or any number of them, at public or private sale, with or without notice as the said agent may deem necessary or expedient, and apply the proceeds arising therefrom, or so much as may be needed, for the payment of any freight or charges that may be due, and other necessary and proper costs and expenses.

10. All the stipulations and conditions in this contract shall inure to the benefit of and extend to each and every carrier, Railroad Company, Express Company, forwarder, firm, corporation, or person to whom the Express Company may entrust or deliver said animals for transportation, and shall define and limit the responsibility and liability therefor of any such Company or person for the acts of their Agents or employes.

11. The Shipper agrees that in no event shall the Express Company be liable for any loss or damage unless the Shipper shall, within thirty days after such loss or damage accrues, give notice in writing of his claim therefor to the Express Company, and that any suit against the Express Company for the recovery of loss or damage to the property herein specified shall be commenced within six months next after such loss or damage shall have accrued, or be forever barred, and should any suit be commenced against the Express Com-

pany after the expiration of the said six months, the lapse of time shall be taken as conclusive evidence against the validity of such claim. any statute of limitations to the contrary notwithstanding, and there shall be no waiver of the aforesaid time within which said claim shall be made, or within which suit shall be commenced, unless the Express Company expressly agrees in writing to waive the same, and the Shipper hereby so expressly stipulates and agrees. Signed in duplicate.

THE.....EXPRESS COMPANY.

By.....Agent. } Party of the first part.

(Owner or duly authorized Agent of the Owner.) } Party of the second part.

ATTENDANTS' CONTRACT.

Office.....State of.....Date.....

Whereas, The.....Express Company, the Express company making the contract, neither owns, controls, manages, nor in any way directs any railroad or steamboat line, or any other method or means of transportation, but relies wholly on railroads, steamboats and other means of transportation entirely owned, controlled, managed and directed by other corporations, or by individuals, for the forwarding and transportation of animals, goods and other matter intrusted to it to be forwarded and transported; and

Whereas, said Company has entered into an agreement with..... to forward from to.....in the State ofupon the terms and conditions expressed in the preceding pages, and it is necessary under said agreement that the owner, or some person, or persons on his behalf, shall accompany and take charge of said animals to said place; and

Whereas, the proprietors or owners of the railroad, steamboat or other lines over which said animals are to be transported will not allow any person to accompany the same, except upon the agreement that said Express Company shall hold them harmless from any and all liability for injury or loss which said person or persons shall sustain while so traveling; and

Whereas, the individual subscribers hereto, other than the said owner, with full knowledge of the foregoing facts, are desirous, pursuant to said agreement of the owner, and in his interest, of

accompanying said animals to the place to which they are to be forwarded;

Now, in consideration that the said Express Company and the proprietor or owners of said railroad, steamboat or other lines, will allow an attendant or attendants to accompany and ride with said animals and of free transportation procured for him or them for that purpose by said Express Company, over said lines.

It is Agreed, that neither the said Express Company, nor any railroad or steamboat company or other carrier, on whose line said attendant or attendants shall travel in accompanying said animals, shall, under any circumstances, or in any case whatever, be liable for any injury or loss occurring to such attendant or attendants, during such transportation, whether such injury or loss happen or arise by any fault, carelessness or negligence, gross or otherwise, on the part of said Express Company, its agents, or servants, or of said railroad or steamboat company, its or their agents or servants; it being the intent of this contract that said attendant or attendants shall and will assume all and every risk incident to said travel, from whatever cause arising.

In consideration of the premises, and the sum of One Dollar to each of them in hand paid, the receipt whereof is hereby acknowledged, the said attendants further agree that this agreement shall extend to and inure to the benefit of any railroad or steamboat company, or other carrier, on whose line said attendants, or either of them, may receive injury while so traveling, and said attendants, for themselves, their heirs, executors and administrators, hereby release and forever discharge the said Express Company and such railroad or steamboat company or other carrier, of and from any and all claims, demands, liabilities, actions or suits which against said Express Company or said railroad or steamboat company, or other carrier, they or either of them, or their or either of their heirs, executors or administrators, shall or may at any time have by reason of any injury to, or loss of their property, or the property of either of them, or injury to their persons, or the person of either of them, while so accompanying said animals.

And for the consideration aforesaid the said shipper or owner hereby agrees to indemnify, defend, and save harmless, the said Express Company, or any corporation or carrier over whose lines the said attendants, or any of them may be conveyed, from all claims, demands, liabilities, actions or suits for injury or death of said attendants or any of them, whether or not caused by the negligence, gross or otherwise, of the said Express Company, its agents or servants, or of such railroad or steamboat company, or other carrier, or its or their agents or servants. It is the intention of this agreement that said owner and attendants assume all risk of injury to person or property, incident to the transportation of said animals and attendants, from whatever cause arising.

Witness the hands and seals of the parties hereto at the date aforesaid.

.....
.....
.....
.....
.....

See Railroad v. Hubbard, 72 Ohio St. 302; Pennsylvania Co. v. Shearer, 75 Ohio St. 249.

No. 312.

BILL OF LADING, ISSUED BY EXPRESS COMPANY.

The Company's charge is based upon the value of the property, which must be declared by the shipper.

THE — EXPRESS COMPANY.

(Non-negotiable Bill of Lading.)

—, 19—.

Received from —

Valued at \$—

Marked —

Which the Company agrees to carry upon the following terms and conditions, to which the shipper agrees, and as evidence thereof, accepts this bill of lading.

1. In consideration of the rate charged for carrying said property, which is regulated by the value thereof and is based upon a valuation of not exceeding fifty dollars unless a greater value is declared, the shipper agrees that the value of said property is not more than fifty dollars, unless a greater value is stated herein, and that the Company shall not be liable in any event for more than the value so stated, nor for more than fifty dollars if no value is stated herein.

2. If the Express Company has not an agency at the point of destination, it shall carry the property to its agency nearest or most convenient thereto, and there notify the consignee, or deliver the property to some other carrier to continue the transportation. The Express Company shall not be liable for loss or damage occurring after such de-

livery, nor for detention after having tendered the property to a connecting carrier.

3. The Express Company shall not be required to make free delivery at points where it maintains no free delivery service, nor at any point beyond its established delivery limits.

4. The Express Company, unless negligent, shall not be liable for loss, damage or detention of said property caused by civil or military authority, piracy, insurrection, strikes or riot, or by the act of any person acting as an officer of the law, whether with or without lawful process, warrant or authority, or by the dangers of railroad transportation, the perils of navigation, changes of temperature, heat, cold, wet or decay, nor for the death, injury or escape of live freight, the Company not being a carrier thereof except at owner's risk.

5. Said property is accepted as merchandise only, and the Express Company shall not be liable in any event for the loss of money, specie, bonds, coupons, or other negotiable paper, which the Company does not receive or carry except through its money department provided for that purpose.

6. The Express Company shall not be liable for loss, damage or detention of said property unless a claim therefor shall be presented to it in writing at this office within ninety days from this date with this contract or a copy thereof annexed; nor shall the Company be liable in any suit to recover for the loss, damage or detention of said property unless the same shall be commenced

within one year after such loss, damage or detention shall have occurred, and not afterwards.

7. Articles of GLASS, articles contained in glass and fragile articles are accepted at OWNER'S RISK.

8. If any C. O. D. is not paid within thirty days the shipper agrees that the Express Company may return the property, and that he will pay the charges for transportation both ways.

9. The terms and conditions of this contract shall apply to any forwarding or return of said property, and shall inure to the benefit of every carrier to whom the same may be entrusted to complete the transportation.

Charges —

For the Company, —

Liability limited to \$50 unless a greater value is declared.

CHAPTER XIII.

BILLS OF SALE.

NOTE.

A bill of sale is an instrument evidencing the transfer of title to personalty.¹

The transfer of personal property need not be in writing, except in the case of chattel mortgages,² conditional sales,³ and where the contract is not to be performed within one year from the making thereof.⁴

A written bill of sale is, however, a convenient evidence of title, having all the advantages of a writing over parol evidence.

¹ Anderson Dictionary of Law.

³ Rev. Stats., §§ 4155-2.

² Rev. Stats., §§ 4150, 4151.

⁴ Rev. Stats., § 4199.

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No. 313.

BILL OF SALE — GENERAL FORM.

KNOW ALL MEN BY THESE PRESENTS, that A. B. of —, Ohio, the grantor, for the consideration of — dollars (\$—) paid by C. D., of —, the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and deliver unto the said grantee the following described goods and chattels, to wit—, (*or*, all the goods and chattels listed in the schedule hereto annexed marked "Exhibit A" and made a part hereof.)

To have and to hold the same unto the said grantee, and his executors, administrators, and assigns, forever.

And the said grantor hereby covenants to and with the said grantee that said grantor is the lawful owner of the above described goods and chattels; that the same are free from all incumbrances whatsoever; that said grantor has good right to sell the same as aforesaid; and that said grantor will warrant and defend the same against all lawful claims and demands whatsoever.

In witness whereof, the said A. B. has hereunto set his hand the — day of —, 19—.

A. B.

Signed and delivered in presence of

—,
—.

No. 314.

BILL OF SALE BY CORPORATION OF FIXTURES, LEASE, GOOD WILL AND STOCK: (BOOK ACCOUNTS, ETC., EXCEPTED), WITH AGREEMENT OF OFFICERS NOT TO RE-ENGAGE IN BUSINESS.

KNOW ALL MEN BY THESE PRESENTS, that The — Company, a corporation duly organized and existing under the laws of Ohio, the grantor, for the consideration of — dollars (\$—) paid by The — Company, the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and deliver unto the said grantee, its successors and assigns, the following described goods, chattels and effects, to wit: all stock in trade, fixtures and property now owned and used by said The — Company in connection with its — business in the City of —, including —, and all contracts, excepting outstanding book accounts, bills receivable and claims for money.

Also the good will established by said grantor in connection with said business of — in the City of —. Said grantor hereby agrees to assign and transfer to said grantee, by proper instruments of conveyance, all its interest as lessee in the premises occupied by it as —.

It is the purpose of this instrument to convey to said grantee all stock in trade, fixtures and personal property now owned and used by said grantor in connection with its — business,

whether or not specifically described herein, excepting the book accounts, bills receivable and money claims.

In consideration of the foregoing, and of the sum of — dollars (\$—) received by *A. B.* and *C. D.* individually, the receipt of which is hereby acknowledged, and as an inducement to said grantee to pay the purchase price aforesaid, said grantor agrees that it will not as a corporation, and the said *A. B.* and *C. D.* hereby agree that they will not as individuals, either directly or indirectly, engage in the business of — in the City of —, for a period of — years from and after the date hereof; and during said time said The (grantor) Company and *A. B.* and *C. D.*, individually, agree that they will not, directly or indirectly, either in firms, corporations or as individuals, come into competition with said grantee, and will not interfere in any way or manner with the business, trade, good will or customers of said grantee.

To have and to hold the same unto the said grantee, its successors and assigns, forever. And the said grantor hereby covenants to and with the said grantee, its successors and assigns, that said grantor is the lawful owner of the above described goods, chattels and effects, and has good right to sell the same as aforesaid; that the same are free and clear from all incumbrances whatsoever; and that said grantor will warrant and defend the same against all lawful claims and demands whatsoever.

In witness whereof, the name of said grantor is hereunto subscribed and its corporate seal hereunto affixed by its president and secretary, and said *A. B.* and *C. D.* individually hereunto set their hands, at —, Ohio, this — day of —, 19—.

Signed, sealed and delivered

In presence of

The — Company.

by

A. B., President.

C. D., Secretary.

[CORPORATE SEAL]

A. B.

C. D.

NOTE.

See *Davis v. Booth*, 2 O. L. R. 310 as to agreement of officers not to re-engage in business.

No. 315.**BILL OF SALE OF GROWING CROP.**

KNOW ALL MEN BY THESE PRESENTS, that *A. B.* of —, Ohio, the grantor, for the consideration of — dollars (\$—) paid by *C. D.* of —, the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and deliver unto the said grantee the crop of wheat (and —) now being, standing and growing upon the following described premises, to wit: (description of land) together with the right and license to said grantee, his agents and servants, to enter upon said premises to cultivate, care for, protect, sever, gather and harvest the same.

To have and to hold the same unto the said grantee, and his executors, administrators and assigns, forever.

And the said grantor does hereby covenant to and with the said grantee that said grantor is the lawful owner of the above described growing crops; that the same are free from all incumbrances whatsoever; that said grantor has good right to sell the same as aforesaid and that said grantor will warrant and defend the same against all lawful claims and demands whatsoever.

In witness whereof the said *A. B.* has hereunto set his hand the — day of —, 19—.

Signed and delivered in
presence of

—,
—.

—,
—.

NOTE.

A contract for the sale of growing crops need not be in writing, as crops raised annually by labor are not within the Statute of Frauds. *Wisely v. Barclew*, 4 W. L. J. 281.

No. 316.**BILL OF SALE OF ENROLLED VESSEL.**

(U. S. Rev. Stats. §§ 4170, 4171, 4192, 4193, 4196 and 4312.)

To all to whom these presents shall come, greeting:

Know ye, that (names of the vendors, and the part con-

veyed by each) owners of the — or vessel, called the —, of the burden of — tons or thereabouts, for and in consideration of the sum of — dollars, lawful money of the United States of America to — in hand paid, before the sealing and delivery of these presents, by (names of the vendees) the receipt whereof — do— hereby acknowledge and — therewith fully satisfied, contented and paid, have bargained, and sold, and by these presents do bargain, and sell, unto the said (names of the vendees and the part conveyed to each), their executors, administrators and assigns, — all the hull or body — of the said — or vessel, together with the — masts, bowsprit, sails, boats, anchors, cables, tackle, furniture, and all other necessities thereunto appertaining and belonging: the certificate of the enrollment of which said — or vessel is as follows, viz.:

Enrollment No. —

Enrollment.

In conformity to title L, "Regulation of Vessels in Domestic Commerce," of the Revised Statutes of the United States, —, having taken and subscribed the — required by law, and having — that he—, — citizen of the United States, and the sole owner of the vessel called the — of —, whereof —, a citizen of the United States, is master, and that the said vessel was built in the year 19—, at — as appears by — and — having certified that the said vessel is a — built of — —; that she has — deck, — mast; — head, — stern; that her length is — feet, her breadth — feet, her depth — feet, her height — feet: that she measures as follows:— That the following described spaces, and no others, have been omitted, viz.: — and —: said vessel has been duly enrolled at the Port of —.

Given under my hand and seal at the port of —, in the district of —, this — day of —, in the year of one thousand nine hundred —.

—,
Collector of Customs.

—,
Naval Officer.

To have and to hold the said — (name of vessel) and appurtenances thereunto belonging unto them, the said — (names of vendees), their executors, administrators and assigns, to the sole and only proper use, benefit, and behoof of them, the said — (names of vendees), their executors, administrators and assigns forever. And we, the said — (names of vendors), have and by these presents do promise, covenant, and agree for ourselves, our heirs, executors, and administrators, to and with the said — (names of vendees), their heirs, executors, administrators, and assigns, to warrant and defend the — (name of vessel) and all the other before-mentioned appurtenances against all and every person and persons whomsoever.

In testimony whereof, the said — (names of vendors) have hereunto set their hands and seals this — day of —, in the year of our Lord one thousand nine hundred —.

Signed, sealed, and delivered

in presence of

—,
—.

—. [SEAL].

—. [SEAL].

STATE OF —, }
COUNTY OF —. } ss.

Be it known, that on this — day of —, 19—, personally appeared before me — and acknowledged the within instrument to be — free act and deed.

In testimony whereof, I have hereunto set my hand and seal this — day of —, A. D. 19—.

—,
—.

(This acknowledgment may be made to conform to requirements of State laws.)

NOTE.

Vessels engaged in the coasting trade are enrolled. Vessels engaged in the foreign trade are registered. A bill of sale of an enrolled or registered vessel should be recorded in the office of the collector of customs where the vessel is enrolled or registered. U. S. Rev. Stats., § 4192.

No. 317.

BILL OF SALE OF REGISTERED VESSEL.

To all to whom these presents shall come, greeting: Know ye, that we, (names of vendors and part conveyed by each), owners of the —, or vessel called the — of —, of the burden of — tons, or thereabouts, for and in consideration of the sum of — dollars (\$—), lawful money of the United States of America, to us in hand paid, before the ensealing and delivery of these presents, by (names of vendees) of —, County of —, and State of —, the receipt of which we do hereby acknowledge, and are therewith fully satisfied, contented and paid, have bargained and sold, and by these presents do bargain and sell unto the said (names of vendees), their executors, administrators and assigns, all the hull or body of the said — or vessel, together with the masts, bowsprit, sails, boats, anchors, cables, tackle, furniture, and all other necessities thereunto appertaining and belonging; the certificate of the registry of which said — or vessel is as follows, to wit: (copy certificate of registry in full).

To have and to hold the said — (name of vessel) and appurtenances thereunto belonging unto them, the said — (names of vendees), their executors, administrators, and assigns, to the sole and only proper use, benefit and behoof of the said — (names of vendees), their executors, administrators and assigns forever: and we, the said — (names of vendors), have and by these presents do promise, covenant, and agree for ourselves, our heirs, executors and administrators, to and with the said — (names of vendees), their heirs, executors, administrators and assigns, to warrant and defend the — (name of vessel) and all the other before mentioned appurtenances against all and every person and persons whomsoever.

In testimony whereof, the said — (names of vendors) have hereunto set their hands and seals this — day of —, in the year of our Lord, one thousand nine hundred and —.

Signed, sealed and delivered

in presence of

—, [SEAL].

—, [SEAL].

STATE OF —, }
— COUNTY, } ss.

Be it known that on this — day of —, 19—, personally appeared before me — (names of vendors) and acknowledged the within instrument to be their free act and deed. In testimony whereof I have hereunto set my hand and seal this — day of —, A. D. 19—.

—,
—.

CHAPTER XIV.

BONDS.

NOTE.

A bond is an obligatory instrument, in writing, whereby one person binds himself to another to pay a sum of money or to do some other act. "If this be all, the bond is called a single one . . . ; but there is generally a condition added that if the obligor does some particular act, the obligation shall be void, or else shall remain in full force."¹

The person who executes a bond is termed the *obligor*, and the person to whom it is given is termed the *obligee*.

At common law a bond was required to be under seal, but in Ohio private seals are abolished by statute.²

The sureties on a bond need not be named in the body of the instrument if it is clear from the terms of the instrument that the intention is to hold all the persons who execute it.³

When the amount of a bond is left in blank at the time of signing, it is binding on the obligors, if the amount is filled in before or at the time of the approval or acceptance of such bond. The amount may be filled in, in the absence of the obligors, and without their express authority.⁴

When the condition of a bond to secure the performance of a contract, or to indemnify, requires the obligors to *pay* certain liabilities that may accrue against the obligee, and not merely to *indemnify* him against loss by reason thereof, the obligee need not actually pay the liability before bringing an action against the obligors.⁵

A bottomry bond is an agreement pledging a vessel, or a vessel and its freight, as security for a loan at a high rate of interest for the use of the vessel, upon condition that if the vessel be lost, the lender shall lose his debt.⁶

If the cargo alone is pledged for the purpose the agreement is called a *respondentia* bond.⁷

¹ 2 Blackstone Com. 340.

² Rev. Stats., § 4.

³ Building Association v. Cummings,
45 Ohio St. 664; Partridge v. Jones,

38 Ohio St. 375; McLain v. Simington,

37 Ohio St. 484.

⁴ Rev. Stats., § 6.

⁵ Martin v. Bolenbaugh, 42 Ohio St.
508 (514).

⁶ 2 Parsons Cont. 280, 284.

⁷ 2 Parsons Cont. 285.

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(a) BONDS FOR PAYMENT OF MONEY.

No. 318.

BOND FOR PAYMENT OF MONEY.

(Single bond; see foregoing note.)

Know all men by these presents, that I, A. B. of —, Ohio, am held and firmly bound unto C. D. of —, Ohio, or order (or "or bearer") in the sum of — (insert amount actually to be paid) dollars (\$—) to be paid to the said C. D. or order, (or, "or bearer") on the — day of —, 19—, with interest at the rate of — per cent. per annum, for which payment well

and truly to be made I do bind myself firmly by these presents.

Dated at —, this — day of —, 19—.

A. B.

NOTE.

To make the bond non-negotiable, omit the words, "or order," or "bearer."

No. 319.

COMMON BOND FOR PAYMENT OF MONEY.

Know all men by these presents, that I, A. B. of —, Ohio, am held and firmly bound unto C. D. of —, Ohio, or order (*or*, "or bearer") in the sum of — (here insert the penal sum, usually double the amount actually to be paid) — dollars (\$—) to be paid to the said C. D., or order (*or*, "or bearer") for which payment well and truly to be made, I do bind myself firmly by these presents.

Dated at —, Ohio, this — day of —, 19—.

The condition of this obligation is such, that if the said A. B. shall well and truly pay, or cause to be paid, unto the said C. D., or order (*or*, "or bearer") the sum of — (here insert the amount actually to be paid) — dollars (\$—) with interest at the rate of — per cent. per annum, on the — day of —, 19—, then this obligation to be void; otherwise to remain in full force and effect.

A. B.

NOTE.

To make the bond non-negotiable omit the words, "or order" or "bearer."

No. 320.

BOND FOR THE PAYMENT OF MONEY, SECURED BY MORTGAGE.

(*Mortgage bond.*)

Know all men by these presents, that I, A. B. of —, Ohio, am held and firmly bound unto C. D. of —, Ohio, or order, in the sum of — (here insert the penal sum, usually double the amount actually to be paid) — dollars (\$—) to be paid to the said C. D. or order, for which payment well and truly to be made, I do bind myself firmly by these presents.

Dated at —, Ohio, this — day of —, 19—.

The condition of this obligation is such that if the said A. B. shall well and truly pay, or cause to be paid, unto the said C. D., or order, the sum of — (here insert the amount actually to be paid) — dollars (\$—), on the — day of —, 19—, at —, with interest at the rate of — per cent. per annum payable — annually, then this obligation to be void; otherwise to remain in full force and effect.

This obligation is secured by a mortgage of even date herewith executed and delivered by the said A. B., and which is a first lien on land situate in —, — County, Ohio, fully described in said mortgage.

It is agreed that if any instalment of interest or principal be not paid when due or within three days thereafter, or if default be made in the performance of any of the agreements or conditions of said mortgage, the entire principal sum shall become immediately due and payable at the option of the holder hereof. Notice of said option is hereby waived.

A. B.

No. 321.

**BOND OF PRIVATE CORPORATION, SECURED BY
MORTGAGE TO TRUSTEE.**

(Coupon bond with privilège of registration.)

(See Rev. Stats. § 3256.)

United States of America.

State of Ohio.

No. —.

\$1000.

Five per cent. first mortgage gold bond.

Loan of \$50,000, secured by mortgage.

The — Company of —, Ohio, acknowledges itself indebted to The — Trust Company, Trustee, or to the bearer hereof, in the sum of one thousand dollars, gold coin of the United States of America, which sum it promises to pay to the said The — Trust Company, Trustee, or the bearer hereof, on the delivery and surrender hereof, on the — day of —, A. D. 19—, at the office of The — Trust Company, in the city of —, Ohio, with interest thereon from the — day of —, A. D. 19—, at the rate of — per centum, per annum, payable

half yearly at the said office on the first day of the months of January and July in each year, in like gold coin of the United States of America, on the presentation and surrender at the office of and to the said The — Trust Company of the annexed coupons as they shall severally become due and payable under the terms hereof.

This bond is one of a series amounting in the aggregate to fifty thousand dollars consisting of fifty bonds for one thousand dollars each, numbered from 1 to 50 both inclusive, and all of which are of like tenor and date and the payment of which is secured by a duly recorded mortgage bearing date the — day of —, A. D. 19—, duly executed and delivered by The — Company to said The — Trust Company, Trustee, upon all of the corporate property, rights, franchises, and privileges therein described.

Said The — Company may, at its option, on the first day of January, 19—, or at any half yearly interest period thereafter prior to —, 19—, pay the full amount of the principal of this bond in the manner set forth in the mortgage herein mentioned, and thereupon (all interest hereon to the date of such payment having been fully paid) this bond shall become satisfied and discharged and all liability for further interest thereon shall cease; provided, that said The — Company shall pay, in addition to the principal and accrued interest upon this bond, a premium of — per centum upon the principal thereof.

This bond shall pass by delivery unless registered, and, if registered, by transfer on the books of said Trustee, but shall not become obligatory until it shall have been authenticated by a certificate endorsed hereon, and duly signed for or by the Trustee. After registration no transfer except upon the books of said Trustee shall be valid unless the last transfer shall have been to bearer, which shall restore transferability by delivery; but this bond shall continue subject to successive registrations and transfers to a person specified, or to bearer as aforesaid, at the option of the holder hereof.

The holder of this bond shall not have the right to levy upon or cause said mortgaged premises to be sold under or by virtue of any judgment that may be obtained by reason of default in the payment of the principal hereof, or of the interest hereon, when and as the same shall become due by lapse of time or in pursu-

ance of any of the provisions of said mortgage; but such proceedings shall only be had by the Trustee under the mortgage as aforesaid on behalf of and for the equal benefit of all the holders of said bonds, or upon the demand in writing of the holders of not less than a majority in amount of said bonds then outstanding and unpaid, as is provided in the said mortgage, for which provision and for all other the terms and conditions upon which this bond is made and issued, and all other the provisions therein contained for the security of the same, reference is hereby made to said mortgage. And the lien of any judgment that may be obtained upon this bond for any of the reasons aforesaid or any reason whatsoever, and any process, or writ of execution whatsoever, issued upon said judgment, or levy or sale made under such writ or process shall be limited and restricted to said mortgaged premises and no process, attachment, sequestration, or writ of execution whatsoever shall be issued upon said judgment against any other property, real, personal or mixed, whatsoever or wherever, of said The — Company, its successors or assigns, any provision in the said mortgage or anything in the laws of Ohio, or any law, usage or custom to the contrary notwithstanding.

In witness whereof The — Company has caused these presents to be signed by its president and secretary and its corporate seal to be affixed, this — day of —, 19—.

The — Company.
By —, President.
—, Secretary.

(Corporate seal.)

Coupon.

No. —. \$25.

On the — day of —, The — Company will pay to bearer at the office of The — Trust Company, in the city of —, Ohio, twenty-five dollars in gold coin being six months' interest on its first mortgage bond No. —.

—,
Treasurer.

Trustee's Certificate.

The — Trust Company hereby certifies that the within bond is one of the series and issues described in the mortgage therein mentioned.

The — Trust Company.
By —.

No. 322.

BOTTOMRY BOND.

Know all men by these presents, that I, A. B., master (or owner) of the vessel — (name of vessel) am held and firmly bound unto C. D. in the sum of — dollars (\$—) for which payment well and truly to be made to the said C. D., his heirs, executors, administrators, or assigns, I do bind myself, my heirs, executors and administrators, firmly by these presents.

Sealed with my seal and dated this — day of —, 19—.

The condition of this obligation is such that whereas the above bounden A. B. has borrowed, taken up, and received of the said C. D. the full and just sum of — dollars (\$—) which sum is to run at bottomry on the body (and freight) of the said vessel (name of vessel) — from the port or road of —, on a voyage to the port of —, having permission to touch, stay at, and proceed to all ports and places within the limits of said voyage, at the rate or premium of — per cent. for the voyage. In consideration whereof the usual risks of the seas, rivers, enemies, fires, pirates, etc., are to be on account of the said C. D. And for the further security of the said C. D. the said A. B. does by these presents mortgage and assign over to the said C. D., his heirs, executors, administrators and assigns. the said vessel (name of vessel) — (and her freight) together with all her tackle, apparel, furniture, etc.; and it is hereby declared that the said vessel and appurtenances (and her freight) are thus assigned over, for the security of the bottomry taken up by the said A. B. and shall be delivered to no other use or purpose whatever, until payment of this bond is first made, with the premium that may become due thereon.

Now, if the above bounden A. B., his heirs, executors and administrators, shall well and truly pay, or cause to be paid, unto the said C. D., or to his attorney in — legally authorized to receive the same, or to his executors, administrators or assigns. the full and just sum of — dollars (\$—) being the principal of this bond, together with the premium which shall become due thereupon at or before the expiration of — days after the safe arrival of the vessel — at her moorings in the port of —, or in case of the loss of said vessel —, such an average as by custom shall have become due on the salvage, then this obliga-

tion to be void and of no effect; otherwise to remain in full force and virtue.

Having signed three bonds of the same tenor and date, either one of which being accomplished, the other two are to be void and of no effect.

In presence of

A. B. [SEAL].

NOTE.

Certain insurance companies may lend money on bottomry and respondentia. Rev. Stats., § 3641.

No. 323.

RESPONDENTIA BOND.

Know all men by these presents, that I, A. B., master (or owner) of the vessel —, am held and firmly bound unto C. D. in the sum of — dollars (\$—) for which payment well and truly to be made to the said C. D., his heirs, executors, administrators, or assigns, I do bind myself, my heirs, executors and administrators, firmly by these presents.

Sealed with my seal and dated this — day of —, 19—.

The condition of this obligation is such that whereas the above bounden A. B. has borrowed, taken up and received of the said C. D. the full and just sum of — dollars (\$—) which sum is to run at respondentia upon the goods, wares, merchandise and effects, laden and to be laden on board the said vessel —, from the port or road of — on a voyage to the port of —, having permission to touch, stay at, and proceed to all ports and places within the limits of said voyage, at the rate or premium of — per cent. for the voyage (or, at the rate or premium of — per cent. for each and every calender month during which said vessel shall be out on said voyage, and so in proportion for a less time than one month).

In consideration whereof the usual risks of the seas, rivers, enemies, fires, pirates, etc., are to be on account of the said C. D. And for the further security of the said C. D. the said A. B., for and on account of the owners, their executors, administrators and assigns, does by these presents mortgage and assign over to the said C. D., his heirs, executors, administrators and assigns the several goods, wares, merchandise and effects laden

and to be laden on said vessel —; and it is hereby declared that the said goods, wares, merchandise and effects, with their produce, are thus assigned over for the security of the respondentia taken up by the said A. B., and shall be delivered to no other use or purpose whatever, until payment of this bond is first made, with the premium that may become due thereon.

Now, if the above bounden A. B., his heirs, executors and administrators, shall well and truly pay or cause to be paid, unto the said C. D. or to his attorney in —, legally authorized to receive the same, or to his executors, administrators or assigns, the full and just sum of — dollars (\$—) being the principal of this bond, together with the premium which shall become due thereupon, at or before the expiration of — days after the safe arrival of said vessel — at her moorings in the port of —, or, in case of the loss of said vessel —, such an average as by custom shall have become due on the salvage, then this obligation to be void and of no effect; otherwise to remain in full force and virtue.

In presence of

A. B. [SEAL].

(b) SURETY BONDS, TO SECURE PERFORMANCE OF CONTRACTS.

No. 324.

BOND TO SECURE PAYMENTS BY PURCHASER
UNDER CONTRACT OF SALE.

Know all men by these presents, that we, A. B. of —, as principal, and E. F. of —, as surety, are held and firmly bound unto C. D. of —, in the sum of — (here insert penal sum), — dollars (\$—) for which payment well and truly to be made we do bind ourselves firmly by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such, that, whereas, the said A. B. has entered into the contract, hereto annexed, to purchase from the said C. D. the goods, wares, and merchandise mentioned therein, to wit: (describe subject matter of sale).

Now, if the said A. B. shall pay all the sums of money to be paid by him as provided in said contract of purchase, promptly, when the same become due, and shall well and faithfully perform and discharge all the agreements and obligations on his

part to be performed under said contract, then this obligation to be void; otherwise to remain in full force and effect.

Provided, that any forbearance on the part of the said C. D. toward the said A. B. in respect to his neglect or failure to perform any or all of the said agreements and obligations on his part to be performed, or the extension or extensions, by the said C. D., of the time or times of any or all of said payments, shall not in any manner operate to release or discharge the said E. F. from his liability under the above obligation.

Signed and delivered
in presence of

A. B.,
E. F.

No. 325.

BOND BY CONTRACTOR TO SECURE PERFORMANCE OF BUILDING CONTRACT.

Know all men by these presents, that we, A. B. of the City of —, and State of Ohio (hereinafter called the principal), and The — Surety Company, a corporation created and existing under the laws of the State of —, and whose principal office is located in the City of —, —; (hereinafter called the surety) are held and firmly bound unto C. D. of —, in the full and just sum of — dollars (\$—) good and lawful money of the United States of America, to the payment of which said sum of money well and truly to be made and done, the said principal binds himself, his heirs, executors and administrators, and the said surety binds itself, its successors and assigns, jointly and severally firmly by these presents.

Signed, sealed and dated this — day of —, 19—.

Whereas, said principal has entered into a certain written contract bearing date the — day of —, by and between him and the said C. D. to erect, build and finish the carpenter work of a certain — building on — Avenue, in the City of —, according to the specifications, drawings and plans made and prepared by W. X. and G. Z., said contract being made a part hereof as fully, to all intents and purposes, as if set forth at length herein.

Now, therefore, the condition of the foregoing obligation is such that if the said principal shall well, truly and faithfully

comply with all the terms, covenants and conditions of said contract on his part to be kept and performed according to its tenor, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

This bond is issued subject to the following provisions: provided, that said surety shall be notified in writing of any act on the part of said principal, or his agents or employes, which may involve a loss for which the said surety is responsible hereunder, immediately after the occurrence of such act shall have come to the knowledge of the fully authorized representative or representatives of said C. D. who shall have the supervision of the completion of said contract, and a registered letter mailed to the president of said surety at its principal office in the City of —, shall be deemed sufficient notice within the meaning of this bond.

Provided, further, that if the said principal shall fail to comply with all the conditions of said contract to such an extent that the same shall be forfeited, then said surety shall have the right and privilege to assume said contract and to sublet or complete the same, whichever said surety may elect to do, provided it is done in accordance with said contract.

Provided, further, that in the event of any breach of the conditions of this bond, said surety shall be subrogated to all the rights and properties of said principal arising out of said contract, and all deferred payments and any and all moneys and properties at that time due and payable, or that may thereafter become due and payable, to the said principal under and by virtue of said contract shall be credited upon any claim the said C. D. may make upon said surety because of said breach.

Provided further, that any suits at law or proceedings in equity brought against this bond, to recover any claim hereunder, must be instituted within six months after the first breach of said contract.

And provided further, that said surety shall not be liable for a greater sum than — dollars (\$—), because of, or on account of, this bond.

And provided, lastly, that the assured or the superintendent of the work must give the said surety due notice before the last payment under the contract herein referred to is made to the principal, otherwise this obligation shall be void as to any liability of the surety hereunder.

In testimony whereof, the said principal has hereunto set his hand and seal, and the said surety has caused these presents to be sealed with its corporate seal duly attested by the signatures of its president and secretary the day and year first above written.

Signed, sealed and
delivered in the
presence of
[SEAL]

A. B. [SEAL]
The ——— Surety Company.
————, President.
————, Secretary.

[CORPORATE SEAL]

NOTE.

From *Higgins v. Drucker*, 22 C. C. 112, affirmed by the Supreme Court without report in *U. S. F. & G. Co. v. Drucker*, 68 Ohio St. 682.

No. 326.

BOND TO BREWING COMPANY, FOR THE PAYMENT OF LOAN AND MERCHANDISE CREDIT AND FOR PERFORMANCE OF AGREEMENTS, SECURED BY MORTGAGE.

Know all men by these presents, that, I, A. B. (hereinafter called the obligor) am held and firmly bound unto the C. D. Brewing Company, a corporation, of ———, Ohio (hereinafter called the obligee), in the sum of ——— dollars (\$——) lawful money of the United States, to be paid to said obligee, its successors or assigns, for which payment well and truly to be made I do hereby bind myself, my heirs, executors and administrators, firmly by these presents.

In witness whereof, I have hereunto subscribed my name this ——— day of ———, 19——.

The condition of this obligation is such that, whereas, the said obligee has loaned to the said obligor the sum of ——— dollars with interest at ——— per cent. per annum payable ——— as evidenced by the promissory notes of the said obligor for said sum, of even date herewith, the said notes and this obligation being secured by mortgage upon the following described premises, to wit: (description of property).

And, whereas, the said obligee has made said loan upon the following terms and conditions to be strictly complied with by the said obligor, to wit:

(1) That the said obligor shall pay said notes according to their terms, at maturity, and the interest thereon as due.

(2) That the said obligor shall keep the buildings on said premises insured for not less than the sum of — dollars (\$—) against loss or damage by fire, the loss, if any, to be payable to the obligee herein, as its interest may appear: upon failure to do which, the obligee may so insure said buildings in the name of the obligor, and collect the premiums by it paid, under this bond and mortgage.

(3) That upon the breach of any of the conditions of this bond by the said obligor, or by his lessee with his consent, the said notes shall at once become due and payable at the option of the obligee, who may thereupon proceed to foreclose the said mortgage and apply the proceeds to the payment of said notes and accrued interest; to the payment of any sums paid by the obligee as premiums upon policies of insurance upon said buildings; to the payment of any sum or sums due from said obligor to said obligee upon open account for goods sold and delivered, or for instalments of Dow tax paid or assumed to be paid by said obligee for said obligor, or upon any other account whatsoever; and to the payment of the damages sustained by the obligee by reason of the breach by said obligor of any of the conditions of this obligation up to the amount of the said bond.

(4) That the said obligor will promptly pay to said obligee, when due, any moneys advanced or paid by the obligee on account of said obligor for insurance, Dow tax or other purpose, and will regularly and promptly pay said obligee for all beer, goods, property, and supplies delivered by it to said obligor.

Now, therefore, if the said obligor shall well and truly make the aforesaid payments at the time and in the manner hereinbefore set forth, and shall fully and faithfully comply with each and all of the foregoing conditions during the full period hereinbefore named, this obligation shall be void, otherwise the same shall be and remain in full force and effect

Signed and delivered in
presence of

A. B.,

No. 327.

BOND BY LESSEE TO SECURE PAYMENT OF RENT.

Know all men by these presents, that we, A. B. as principal and E. F. as surety, are held and firmly bound unto C. D. in

the sum of — dollars (\$—) for which payment well and truly to be made we do bind ourselves by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such that, whereas, by a written lease of even date herewith, the said C. D. has let and leased unto the said A. B. the following described premises, to wit: (description of premises); for the term of — year —, commencing on the — day of —, 19—, and ending on the — day of —, 19—, for the yearly rent of — dollars (\$—) payable in — instalments of \$— each in advance; which said written lease is made a part of this bond the same as if fully set forth herein. Now if the said A. B. shall, during the term of said lease, well and truly pay or cause to be paid, to the said C. D., the rent aforesaid at the times aforesaid and shall faithfully keep and perform all the covenants and agreements on his part to be performed under said lease, then this obligation to be void; otherwise to remain in full force and effect.

Provided, that any extension or extensions to the said A. B. by the said C. D. of the time or times of the payments of any or all of said instalments of rent, or any forbearance on the part of the said C. D. to the said A. B. in respect to the failure of said A. B. to keep and perform any or all of said covenants and agreements on his part to be performed, shall not in any manner operate to release or discharge the said E. F. from his liability under the foregoing obligation.

Signed and delivered
in presence of

A. B.,
E. F.

No. 328.

BOND FOR SUPPORT OF OBLIGEEES.

Know all men by these presents, that we, A. B. as principal and E. F. and G. H. as sureties, are held and firmly bound unto C. D. and J. D. his wife, in the sum of — dollars (\$—), for which payment well and truly to be made we do bind ourselves jointly and severally by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such that in consideration of the conveyance of a certain farm situated in — Township, — County, Ohio, the said A. B. has agreed to support the

said C. D. and J. D. during the term of their natural lives. Now, if the said A. B. shall furnish the said C. D. and J. D. with comfortable rooms, food, clothing, medicines and medical attendance in sickness, and shall pay to the said C. D. the sum of — dollars (\$—) each year, and shall well and sufficiently provide for both C. D. and J. D. the necessaries and comforts of life, suitable for persons of their age and situation in life, then this obligation to be void, otherwise to remain in full force and effect.

Signed and delivered in
presence of

A. B.,
E. F.,
G. H.

NOTE.

See Tuttle v. Burgett, 53 Ohio St. 498.

(c) BONDS OF INDEMNITY.

No. 329.

**BOND TO PROTECT PURCHASER OF REAL ESTATE
FROM HEIRS, AGAINST DEBTS OF DECEDENT.**

Know all men by these presents, that we, A. B. and E. B. as principals and G. H. as surety, are held and firmly bound unto C. D. in the sum of — dollars (\$—) for which payment well and truly to be made we bind ourselves firmly by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such, that, whereas, the said A. B. and E. B. have by written contract dated —, 19—, agreed to sell and convey to said C. D. by good and sufficient deed of general warranty free and clear from all incumbrances whatsoever, the following described property, to wit: (description of property).

And whereas, the said A. B. and E. B. derived their title to said real property by descent from I. B., deceased; and whereas, the estate of said I. B., deceased, has not been fully administered, and the personal property of said estate may be insufficient to pay all the debts of said I. B., deceased, together with the allowance to his widow and children for their year's support, and the charges of administration; and whereas, the said A. B. and E. B. desire that the purchase money for said property be paid to them at once without waiting for the com-

plete administration of said estate, and the said C. D. is willing to pay the same if he be protected by a proper bond against said debts, allowances and charges.

Now, if the said A. B. and E. B. shall well and truly pay all of said debts, allowances and charges and shall save the above described real property harmless therefrom and from all actions, suits, charges, costs, attorney fees or expenses by reason thereof, then this obligation shall be void, otherwise to be and remain in full force and effect.

Signed and delivered
in presence of

A. B.,
E. B.,
G. H.

No. 330.

BOND TO PROTECT PURCHASER OF REAL ESTATE AGAINST MECHANICS LIENS.

Know all men by these presents, that we, A. B., as principal, and E. F., as surety, are held and firmly bound unto C. D. in the sum of — dollars (\$—) for which payment well and truly to be made we bind ourselves firmly by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such, that, whereas, the said A. B. has agreed to sell and convey to C. D. by good and sufficient deed, free and clear from all incumbrances whatsoever, the following described property, to wit: (description of property); and whereas, a building has been recently erected on said premises, and the time has not yet expired within which liens may be taken thereon for labor performed and materials (machinery and fuel) furnished for and towards the construction of the same, and whereas, the said C. D. has refused to consummate said transaction or to pay the purchase money for said premises unless he be protected by a proper bond against all of such liens.

Now if the said A. B. shall well and truly pay all debts, claims and demands for labor performed and materials (machinery and fuel) furnished for and towards the construction of said building and all other debts and claims for which liens may be taken under the laws of Ohio, and shall indemnify and save harmless the above described premises therefrom and from all actions,

suits, charges, costs, attorney fees and expenses by reason thereof then this obligation shall be void, otherwise to be and remain in full force and effect.

Signed and delivered
in presence of

A. B.,
E. F.

No. 331.

**BOND TO PROTECT PURCHASER OF REAL ESTATE
AGAINST INCUMBRANCES.**

Know all men by these presents, that we, A. B. as principal and E. F. as surety, are held and firmly bound unto C. D. in the sum of — dollars (\$—) for which payment well and truly to be made we bind ourselves firmly by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such, that, whereas, the said A. B. has agreed to sell and convey unto C. D., by good and sufficient deed free and clear from all incumbrances whatsoever, the following described property, to wit: (description of property); and whereas, a mortgage dated —, and recorded in volume — of mortgages, page —, in the office of the recorder of — county, Ohio, given by —, to —, to secure the sum of — dollars, has never been satisfied of record, although it is claimed that the same has been paid and satisfied in full; the said — (name of mortgagee) having since died, being at the time of his death a resident of the State of —, and there being no person who can now execute a proper satisfaction of said mortgage; and whereas, the said C. D. has refused to consummate said transaction or to pay the purchase money for said premises unless he be protected by a proper bond against said mortgage.

Now if the said A. B. shall at all times hereafter indemnify and save harmless the above described premises against and from said mortgage and from all actions, suits, charges, costs, expenses and attorney fees by reason thereof then this obligation shall be void, otherwise to be and remain in full force and effect.

Signed and delivered
in presence of

A. B.,
E. F.

—,
—.

No. 332.**BOND TO MAKER OF ACCOMMODATION NOTE.**

Know all men by these presents, that we, A. B. as principal and E. F. as surety, are held and firmly bound unto C. D. in the sum of — dollars (\$—) for which payment well and truly to be made we bind ourselves firmly by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such, that, whereas, the said C. D. has, without consideration and solely for the accommodation of the said A. B., made and advanced to the said A. B. his promissory note of even date herewith, for the sum of — dollars (\$—) with interest at the rate of 6 per cent. per annum payable to the order of the said A. B. — days after date. Now if the said A. B. shall well and promptly pay said accommodation note on the day of its maturity, and shall save the said C. D. harmless therefrom and from all suits, actions, damages, costs, attorney's fees, charges and expenses, by reason of said note, then this obligation to be void, otherwise to remain in full force and effect.

Signed and delivered
in presence of

A. B.
E. F.

No. 333.**BOND TO PROTECT MAKER ON PAYING LOST NOTE.**

Know all men by these presents, that we, A. B. as principal and E. F. as surety, are held and firmly bound unto C. D. in the sum of — dollars (\$—) for which payment well and truly to be made we bind ourselves firmly by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such, that, whereas, a promissory note for — dollars (\$—) made by said C. D., dated —, 19—, and payable — after date, to the order of —, at —, the same now being the property of the said A. B., has been lost and cannot be found or produced by the said A. B.; and

whereas, at the request of said A. B. and on his promise to save harmless the said C. D. in the premises, and to deliver up the said note for cancellation, when the same is found, to the said C. D., the said C. D. has this day paid unto the said A. B. the sum of — dollars (\$—), the receipt of which is hereby

acknowledged, in full payment and satisfaction of said note. Now if the said A. B. and E. F. shall assume and pay all damages, judgments, costs, expenses and charges, including reasonable attorney's fees in defending all suits and actions, whether groundless or not, which the said C. D. may be compelled to pay, or incur or become liable for, by reason of said note, and if the said A. B. shall deliver to the said C. D. said note, as soon as the same shall be found, for cancellation, then this obligation to be void, otherwise to be and remain in full force and effect.

Signed and delivered
in presence of

A. B.
E. F.

No. 334.

**BOND TO RETIRING PARTNER, TO PAY DEBTS OF
LATE FIRM.**

Know all men by these presents, that we, A. B. of —, Ohio, as principal, and E. F. of —, Ohio, and G. H. of —, Ohio, as sureties, are held and firmly bound unto C. D. of —, Ohio, in the sum of — dollars (\$—), for which payment well and truly to be made we do jointly and severally bind ourselves firmly by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such, that, whereas, the late firm of A. B. & Company, composed of said A. B. and C. D., has this day been dissolved by mutual agreement whereby the said C. D. has retired from said firm, and has conveyed all his interest in its assets and property to said A. B., who intends to continue the business alone, and whereas, the said A. B., as part of the consideration of said agreement of dissolution, has agreed to pay all the debts and liabilities of said late firm of A. B. & Company. Now if the said A. B. shall pay all of the just debts and liabilities of said late firm of A. B. & Company, then this obligation shall be void; otherwise to be and remain in full force and effect.

Signed and delivered
in presence of

A. B.
E. F.
G. H.

NOTE.

See *Wilson v. Stillwell*, 9 Ohio St. 468; (s. c.) *Wilson v. Stilwell*, 14 Ohio St. 461.

No. 335.

BOND TO NOMINAL PARTNER.

Know all men by these presents, that we, A. B. as principal and E. F. as surety, are held and firmly bound unto C. D. in the sum of — dollars (\$—), for which payment well and truly to be made we do bind ourselves firmly by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such, that, whereas, the partnership heretofore existing between the said A. B. and the said C. D. under the firm name and style of B. & D. has this day been dissolved by mutual consent, the said C. D. having retired from said firm and assigned and transferred all of his interest in said partnership assets and property to said A. B., who intends to alone continue the business heretofore conducted by said firm, and whereas, at the request of the said A. B., the said C. D. has consented that the said A. B. may use said firm name, so that said business may continue without a change of name, but for the sole account and profit of the said A. B. Now if the said A. B. shall well and promptly pay all of the debts and liabilities heretofore contracted by said late firm or which he may hereafter contract or incur in said firm name, and shall save the said C. D. harmless therefrom, and from all suits, actions, damages, costs, attorney's fees, charges and expenses, by reason of his use of said firm name, then this obligation to be void, otherwise to remain in full force and effect.

Signed and delivered
in presence of

A. B.,
E. F.

No. 336.BOND OF INDEMNITY TO SURETY ON REPLEVIN
BOND.

Know all men by these presents, that we, A. B. and E. F., partners trading as A. B. & Company, as principals, and The G. H. Surety Company as surety, are held and firmly bound unto C. D., in the sum of — dollars (\$—), for which payment well and truly to be made, we do bind ourselves firmly by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such, that, whereas, in an

action now pending in the court of common pleas in the county of — and State of Ohio, wherein A. B. & Company are plaintiffs and X. Y. et al. are defendants, the said C. D., with others, became the sureties on the bond of the said A. B. & Company for the penal sum of \$—, in an action in replevin instituted in said court, and which bond is conditioned in substance that the said plaintiffs, A. B. & Company, shall duly prosecute the said action, pay all costs and damages which may be awarded against them, a copy of which bond and the appraisal thereto attached is hereto annexed and made a part of this instrument, and whereas, the said C. D. is desirous of being indemnified and saved harmless from loss or damage arising out of his suretyship upon the bond of said A. B. & Company, and whereas, the said A. B. & Company have applied to the said G. H. Surety Company for such bond of indemnity.

Now therefore, if the said A. B. & Company shall duly prosecute the said action and pay all costs and damages that may be awarded against them, and shall and will keep and save harmless the said C. D. from loss or damage arising out of his having entered into and executed said bond of replevin, as one of the sureties thereon, then this obligation to be void; otherwise to remain in full force and effect.

Signed and delivered
in presence of

A. B.
E. F.

THE G. H. SURETY COMPANY.

From American Surety Co. v. Boyle, 65 Ohio St. 486.

No. 337.

BOND OF INDEMNITY TO SURETY ON BOND OF ADMINISTRATOR OR EXECUTOR.

(Rev. Stats. § 6208.)

Know all men by these presents, that we, A. B. as principal and E. F. and G. H., as sureties, are held and firmly bound unto C. D. and I. J. in the sum of — dollars (\$—) for the payment of which well and truly to be made, we do hereby bind ourselves, our heirs, executors and administrators.

Witness our hands this — day of —, 19—.

The condition of this obligation is such, that, whereas, the above named C. D. and I. J. are sureties for the said A. B. in a certain bond as executor of the estate of X. Y.

Now therefore, if the said A. B. shall save and keep the said C. D. and I. J. harmless from all loss or damage by reason of being sureties on the said bond for A. B. as such executor of the estate, then this obligation to be void, otherwise to be and remain in full force and effect.

A. B.
E. F.
G. H.

From *Buffington v. Bronson*, 61 Ohio St. 231.

No. 338.

BOND OF INDEMNITY TO SHERIFF ON LEVYING EXECUTION.

Know all men by these presents, that we, A. B., L. M. and E. F. are held and firmly bound unto C. D., sheriff of — county, Ohio, in the sum of — dollars (\$—), for which payment well and truly to be made we do bind ourselves firmly by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such, that whereas, the said A. B. did recover a judgment by consideration of the court of common pleas of — county, Ohio, against X. Y. for the sum of — dollars (\$—) and costs taxed at \$— whereupon execution has been issued, directed and delivered to the said C. D., sheriff of said — county, Ohio, commanding him that of the goods and chattels of said X. Y. he cause to be made the amount of said judgment and costs, and,

Whereas, certain goods and chattels which appear to be the property of said X. Y. are claimed by one R. R. and divers persons other than the said X. Y. Now if the said A. B. shall pay, or cause to be paid to the said C. D., sheriff, the full amount of any judgment and costs, which may hereafter be recovered against the said C. D., sheriff, by the said R. R. or by any person, or persons, in any court having jurisdiction thereof, for damages sustained by reason of the levy or sale, under and by virtue of said

execution, of said goods and chattels which the said C. D., sheriff, may judge to be the property of said X. Y. or by reason of his entering any shop, store, building or other premises for the purpose of levying on said goods and chattels or by reason of the detention thereof; and if the said A. B. shall pay to the said C. D., sheriff, all the costs, charges and expenses, including reasonable attorney fees, which he may be compelled to incur or to become liable for in consequence of said levy or sale, then this obligation shall be void, otherwise to be and remain in full force and effect.

Signed and delivered

in presence of

—
—

A. B.

L. M.

E. F.

NOTE.

See *Martin v. Bolenbaugh*, 42 Ohio St. 508.

No. 339.

BOND OF INDEMNITY TO SHERIFF ON LEVYING EXECUTION; ANOTHER FORM.

Know all men by these presents, that we, A. B., L. M., and E. F., are held and firmly bound unto C. D., sheriff of — County, and State of Ohio, in the sum of — dollars (\$—), for the payment of which well and truly to be made we do hereby jointly and severally bind ourselves.

Dated this — day of —, A. D. 19—.

The condition of this obligation is such that, whereas, the said C. D., sheriff of — county, Ohio, by virtue of an execution issued out of the court of common pleas, of — county, Ohio, dated — at the suit of the said A. B. against X. Y., did seize and levy on as the property of the said X. Y. certain goods and chattels fully described in the return of said execution to which reference is hereby made; and whereas, said goods and chattels are claimed by persons other than the said X. Y.

Now, if the said A. B. shall pay or cause to be paid, to the said C. D., sheriff, the full amount of any judgment or judgments and costs which may hereafter be recovered against the said C. D., sheriff, by any person or persons, in any court having jurisdic-

tion thereof, for damages sustained by the seizure and levy of said goods and chattels, or by reason of the detention thereof, and shall pay to the said C. D. all costs, charges and expenses of every description to which he may be subject, in consequence or growing out of the seizure and levying of the goods and chattels aforesaid, and shall also pay all reasonable attorney's fees, or other charges and expenses which the said C. D. shall or may be compelled to pay, or become liable to pay, in order to collect the amount which may be due on this bond from obligors thereof to the said C. D., then this obligation to be void, otherwise to be in full force and effect.

A. B.
L. M.
E. F.

No. 340.

BOND TO CORPORATION ISSUING NEW CERTIFICATE OF STOCK IN LIEU OF LOST OR DESTROYED CERTIFICATE.

Know all men by these presents, that we, A. B. as principal and E. F. as surety, are held and firmly bound unto The — Company in the sum of — dollars (\$—), for which payment well and truly to be made we bind ourselves firmly by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such, that whereas, a certificate for — shares of the capital stock of said The — Company, being certificate number —, owned by and standing on the books of said corporation in the name of said A. B., has been lost or destroyed, and cannot be produced by him, and whereas, at his request, and upon his promise to indemnify and save harmless said The — Company in the premises and to surrender said certificate when found to said The — Company, to be cancelled, said The — Company has this day issued to said A. B. a new certificate for — shares in lieu of said certificate so lost or destroyed:

Now if said A. B. shall well and truly indemnify and save harmless said The — Company, its successors and assigns, from and against said certificate of stock and from and against any and all damages, costs, charges and expenses, including at-

torney's fees, and all actions and suits, whether groundless or otherwise, by reason of said certificate of stock, and shall surrender or deliver the same, as soon as the same shall be found, to be cancelled, then this obligation shall be void; otherwise to remain in full force and effect.

In presence of

A. B.

E. F.

(d) FIDELITY BONDS.

No. 341.

BOND FOR FIDELITY OF CLERK, AGENT, SALESMAN, OR COLLECTOR.

Know all men by these presents, that we, A. B. as principal and E. F. as surety, are held and firmly bound unto C. D. in the sum of — dollars (\$—), for which payment well and truly to be made we do bind ourselves firmly by these presents.

Dated at —, Ohio, this — day of —, 19—.

The condition of this obligation is such that, whereas, the said A. B. has entered the employ of the said C. D. as a clerk (or agent, salesman, collector, etc.) in his business of —. Now if the said A. B. shall well, honestly and faithfully perform and discharge his duties as such clerk (or agent, etc.) and shall account for all money and property which may come into his possession, or under his control, and shall pay and deliver the same as required or directed by the said C. D. and shall assume and pay all loss, damage, or expense which the said C. D. may sustain or incur through any act, neglect, mismanagement or default of the said A. B. then this obligation to be void; otherwise to remain in full force and effect.

Provided, that any forbearance on the part of the said C. D. toward the said A. B. in respect to the neglect or failure of the said A. B. to perform and discharge any or all of his duties as such clerk (or agent, etc.), or any extension or extensions of the time or times of said payments of money or deliveries of property, or of any payment for said losses, damages and expenses, shall not in any manner operate to release or discharge the said E. F. from his liability under the above obligation.

Signed and delivered

in presence of

A. B.

E. F.

No. 342.

BOND FOR FIDELITY OF EMPLOYEE, WITH BONDING
COMPANY AS SURETY.

Amount \$——

Annual premium \$——

Whereas, —— of ——, Ohio, hereinafter called the "employee," has been appointed to the office or position of —— in the service of ——, hereinafter called the "employer," and has been required to furnish a bond for his honesty in the performance of his duties in the said office or position, and whereas the "employer" has made and delivered to The —— Surety Company, a corporation duly organized and existing under and by virtue of the laws of Ohio, with its principal office in the city of ——, Ohio, hereinafter called the "company," a statement in writing setting forth the nature and character of the office or position to which employe has been appointed or elected, the nature and character of his duties and responsibilities, and the checks and safeguards to be used upon the employe in the discharge of the duties of said office or position, and other matters, which said statement is made a part hereof.

Now therefore, in consideration of the sum of —— dollars (\$——) paid as a premium for the period from ——, 19——, to ——, 19——, at 12 o'clock noon, and upon the faith of the said statement of the employer, which the employer hereby warrants to be true, it is hereby agreed and declared, that, subject to the provisions and conditions herein contained, which shall be conditions precedent to the right on the part of the employer to recover under this bond, the company shall, within three months after notice, accompanied by satisfactory proof of a loss as hereinafter mentioned, has been given to the company, make good and reimburse to the employer any and all pecuniary loss sustained by the employer, of money, securities or other personal property in the possession of the employe, or for the possession of which he is responsible, by any act of fraud or dishonesty, on the part of said employe in the discharge of the duties of his office or position as set forth in said employer's statement, amounting to larceny or embezzlement and which shall have been committed during the continuance of this bond or any renewal thereof, and discovered during said continuance or within six

months thereafter, or within six months from the death or dismissal or retirement of the employe from the service of the said employer. Provided always, that said company shall not be liable, by virtue of this bond, for any mere error of judgment, or injudicious exercise of discretion on the part of said employe, in and about all or any matters wherein he shall have been vested with discretion, either by instruction or rules and regulations of the said employer. And it is expressly understood and agreed that the said company shall in no way be held liable hereunder to make good any loss that may accrue to the said employer by reason of any act, or thing done, or left undone, by the said employe, in obedience to, or in pursuance of any discretion, instruction, or authorization conveyed to and received by him from said employer, or its duly authorized officer in its behalf; and it is expressly understood and agreed that the said company shall in no way be held liable hereinunder, to make good any loss by robbery, or otherwise, that the said employer may sustain, except by the direct act or connivance of the said employe.

The following provisions also are to be observed and binding as a part of this bond:

The company shall be notified in writing, addressed to the president of the company at its office in the city of —, State of —, of any act of omission or of commission on the part of the employe, which may involve a loss for which the company is responsible hereunder, immediately after the occurrence of such act shall come to the knowledge of the employer. That any claim made in respect to this bond shall be in writing, addressed to the president of the company as aforesaid, immediately after the discovery of any loss for which the company is responsible hereunder, and within six months after the expiration, or cancellation, of this bond as aforesaid. And upon the making of such claim, this bond shall wholly cease and determine as regards any liability for any act, or omission of the employe, committed subsequent to the making of such claim, and it shall be surrendered to the company on payment of such claim.

The company shall not in any wise be responsible to the employer under this bond to a greater extent than — dollars, (\$—).

If the employer shall at any time hold concurrently with this

bond, any other bond, or guarantee of security from, or on behalf of the employe, the employer shall be entitled in the event of loss by default of the employe, to claim hereunder only such proportion of the loss as the amount covered by this bond bears to the whole amount of security carried, whether valid or not.

If the company shall so elect this bond may be cancelled at any time by giving one month's notice to the employer, and refunding the premium paid less a pro rata part thereof, for the time said bond shall have been in force, remaining liable for all or any default covered by this bond, which may have been committed by the said employe, up to the date of such determination and discovered and notified to the company within the limit of time hereinbefore provided for, but in the event that the employer shall make any claim hereunder either before or after such cancellation, said pro rata part of the premium shall be forfeited and shall be returned to the company if paid by it before claim was filed.

That should the employe become guilty of an offense covered by this bond, the employer will immediately on being requested by the surety to do so, lay information before a proper officer covering the facts and verify the same as required by law and furnish the company every aid and assistance, not pecuniary, capable of being rendered by the employer, his or its agents and servants, which will aid in bringing the employe promptly to justice and such action when required of the employer shall be a condition precedent to recovery under this bond.

The company shall not be liable under this bond for the amount of any balance that may be found due the employer from the employe and which may have accrued prior to the date hereof and which may be discovered within the period hereof nor shall it be liable if, at any time during the continuance of this bond or any renewal thereof, the duties and responsibilities of the employe shall be increased and enlarged or the employe shall, without notice to the company and its written consent thereto obtained, be required or permitted to assume or discharge, either temporarily or otherwise, the duties of any other office or position than that set forth and described in said statement, it being the true intent and meaning of this bond that the company shall be responsible only as aforesaid for moneys, securities, or property diverted from the employer through fraud or dishon-

esty, amounting to larceny or embezzlement as aforesaid on the part of the employe within the period specified in this bond while in the discharge of the duties of the office or position to which he has been elected or appointed.

This bond will become void as to any claim for which the company is responsible hereunder to the employer, if the employer shall fail to notify the company of the occurrence of such act immediately after it shall have come to the knowledge of the employer. And if without previous notice to and consent of the company thereto the employer has entrusted or shall entrust the employe with moneys, securities, or personal property after having discovered any act of dishonesty, or condones any act for which the company may be liable hereunder, or makes any settlement with the employe for any loss hereunder this bond shall be null and void, and any wilful misstatement or suppression of facts in any claim made hereunder renders this bond void from the beginning.

No suit or action of any kind against the company for the recovery of any claim upon, under or by virtue of this bond, shall be sustainable in any court of law, or equity, unless such suit or action shall be commenced and the process served on the company within the term of twelve months (365 days) next after the presentation of such claim and in case any suit or action shall be commenced against the company after the expiration of the said period of twelve months the lapse of time shall be deemed as conclusive evidence against the validity of the claim thereby so attempted to be enforced.

If the employer's written statement hereinbefore referred to shall be found in any respect untrue this bond shall be void.

The company upon the execution of this bond shall not thereafter be responsible to the employer under any bond previously issued to the employer on behalf of said employe and upon the issuance of any bond subsequent hereto upon said employe in favor of said employer all responsibilities hereunder shall cease and determine, it being mutually understood that it is the intention of this provision that but one (the last) bond shall be in force at one time unless otherwise stipulated between the employer and the company.

This bond is issued on the express understanding that the employe has not within the knowledge of the employer at any for-

mer period been a defaulter and will be invalid and of no effect unless signed by the employe.

No one of the above conditions or the provisions contained in this bond shall be deemed to have been waived by or on behalf of said company unless the waiver be clearly expressed in writing over the signature of its president and secretary and its seal thereto affixed.

And the said employe doth hereby for himself, his heirs, executors, and administrators, covenant and agree to and with the said company that he will save, defend and keep harmless the said company from and against all loss and damage of whatever nature or kind and from all legal and other costs and expenses direct or incidental which the said company shall or may at any time sustain or be put to (whether before or after any legal proceedings by or against it to recover under this bond, and without notice to him thereof) or for or by reason or in consequence of the said company having entered into the present bond.

In witness whereof the said —, the employe, has hereunto set his hand, and said company has caused its corporate seal to be affixed hereto, attested by its president and its secretary this — day of —, 19—.

Signed and delivered by
said employe in presence of

Corporate Seal.

Employe.
The — Surety Co.
By —
President.
—
Secretary.

No. 343.

BOND OF OFFICER OF CORPORATION.

Know all men by these presents: that we, A. B. as principal and E. F. as surety, are held and firmly bound unto The C. D. Company, a corporation duly established under the laws of the State of Ohio, in the sum of — dollars (\$—), for which payment to the said corporation, its successors or assigns, we do bind ourselves firmly by these presents.

Whereas the said A. B. was, on the — day of —, 19—,

duly appointed (or elected) as (designate office) of the above-named corporation for the period of — years.

The condition of the above obligation is such, that if the said A. B. shall at all times hereafter, during the term for which he has been appointed (or elected), faithfully, honestly and diligently perform and discharge all the duties of said office, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

Provided, that any forbearance on the part of The C. D. Company in respect to his failure or neglect in the performance and discharge of his duties as such — (name of office) shall not in any manner operate to release or discharge the said E. F. from his liability under the foregoing obligation.

Witness our hands this — day of —, 19—.

Signed and delivered
in presence of

A. B.
E. F.

No. 344.

BOND OF TREASURER OF CORPORATION.

Know all men by these presents, that we, A. B. as principal and E. F. as surety, are held and firmly bound unto The C. D. Company, a corporation duly organized and existing under and by virtue of the laws of Ohio, with its principal office in the city of —, Ohio, in the sum of — dollars (\$—) for which payment well and truly to be made we do bind ourselves firmly by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such that, whereas, the said A. B. has been elected treasurer of said The C. D. Company for the period of one year from the — day of —, 19—, and thereafter until his successor is elected and qualified. Now if the said A. B. shall well, honestly and faithfully perform and discharge his duties as such treasurer and shall account to said The C. D. Company, its successors or assigns, for all money and property that may come into his possession or under his control, and shall well and faithfully pay and deliver said money and property as required or directed by said corporation, then this obligation to be void, otherwise to remain in full force and effect.

Provided that any forbearance on the part of The C. D. Company toward the said A. B. in respect to his failure or neglect in the performance and discharge of his duties as such treasurer, or any extension or extensions by said corporation of the time or times of said payments of money or deliveries of property shall not in any manner operate to release or discharge the said E. F. from his liability under the foregoing obligation.

Signed and delivered

in presence of

.....

A. B.

E. F.

No. 345.

BOND OF SECRETARY OF SAVINGS AND LOAN ASSOCIATION.

(Rev. Stats. § 3800.)

Know all men by these presents, that we, A. B. as principal and E. F. and G. H. as sureties, are held and firmly bound unto The — Savings and Loan Association Company of —, Ohio, in the sum of — dollars (\$—) for which payment well and truly to be made we do bind ourselves firmly by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such that, whereas, the said A. B. was, on the — day of —, 19—, duly elected and chosen secretary of said The — Savings and Loan Association Company of —, Ohio, and has duly qualified as such. Now if the said A. B. shall perform and discharge his duties as such secretary with fidelity and good conduct and shall account to said The — Savings and Loan Association Company, its successors or assigns, for all money, funds and property that may come into his possession and under his control, and shall safely keep the same, and shall make proper application of the same as required or directed by said The — Savings and Loan Association Company, then this obligation to be void; otherwise to remain in full force and effect.

Provided that any forbearance on the part of said The — Savings and Loan Association Company toward the said A. B. in respect to his failure or neglect in the performance and discharge of his duties as such secretary, or any extension or extensions by it of the time or times of said payments of money

or applications of funds and property, shall not in any manner operate to release or discharge the said E. F. and G. H. from their liability under the foregoing obligation.

Signed and delivered

in presence of

A. B.

E. F.

G. H.

No. 346.

BOND OF BANK CASHIER.

Know all men by these presents, that we, A. B. as principal and E. F. as surety, are held and firmly bound unto The C. D. Banking Company, a corporation duly organized under and by virtue of the laws of Ohio and engaged in the banking business in the city of —, Ohio, in the sum of — dollars (\$—), for which payment well and truly to be made we do bind ourselves firmly by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such that, whereas, the said A. B. has been chosen and employed by said The C. D. Banking Company as cashier.

Now, if the said A. B. shall well, honestly and faithfully perform and discharge all his duties as such cashier, and shall account for all money, negotiable paper, securities and all other property which may come into his possession, or under his control, and shall pay and deliver all proper balances of money, and all other property with which he may be chargeable, to his successor in office, or to such other person or persons as he may be required or directed by said The C. D. Banking Company, and shall assume and pay all loss, damage or expense which said The C. D. Banking Company may sustain or incur through any act, neglect, mismanagement or default of the said A. B., then this obligation shall be void, otherwise to remain in full force and effect.

Provided, that any forbearance on the part of said The C. D. Banking Company toward the said A. B. in respect to the neglect or failure of the said A. B. to perform and discharge any or all of his duties as such cashier, or any extension or extensions of the time or times of said payments of money, or deliveries of other property, or of any payments for said losses, damages and

expenses, shall not any manner operate to release or discharge the said E. F. from liability under the above obligation.

Signed and delivered

A. B.

in presence of

E. F.

(e) OFFICIAL BONDS.

No. 347.

BOND OF ADMINISTRATOR.

(Rev. Stats. § 6006.)

Know all men by these presents that we, A. B. as principal and C. D. and E. F. as sureties, of the county of —, in the State of Ohio, are held and firmly bound unto the State of Ohio, in the penal sum of — dollars, for which payment well and truly to be made we do bind ourselves jointly and severally by these presents.

Dated this — day of —, 19—.

The condition of the above obligation is such, that whereas, letters of administration upon the estate of X. Y., deceased, were granted to the said A. B. by the probate court of — county, Ohio, on the — day of —, 19—. Now if the said A. B., administrator of all and singular the goods, chattels, rights and credits, which were of the said X. Y. deceased, late of the city of —, in said county of —, shall:

(1.) Make and return into said probate court on oath, within three months, a true inventory of all the moneys, goods, chattels, rights and credits of the deceased, which have or shall come to his possession or knowledge; and also if required by said court an inventory of the real estate of the deceased:

(2) Administer, according to law, all the moneys, goods, chattels, rights and credits of the deceased, and the proceeds of all the real estate that may be sold for the payment of decedent's debts, which shall at any time come to his possession or the possession of any other person for him:

(3) Render, upon oath, a just and true account of his administration, within eighteen months, and at any other times when required by the court or the law; and failing so to do for thirty days after he shall have been notified of the expiration of the time by the probate judge, he shall receive no allowance for

services unless the court shall enter upon its journal that such delay was necessary and reasonable:

(4) Pay any balance remaining in his hands upon the settlement of his accounts to such persons as said court or the law shall direct:

(5) Deliver the letters of administration into said court in case any will of the deceased shall be hereafter duly proved and allowed; then this obligation shall be void, otherwise it shall remain in full force and effect.

A. B.
C. D.
E. F.

No. 348.

BOND OF SPECIAL ADMINISTRATOR.

(Rev. Stats. § 6008.)

Know all men by these presents, that we, A. B., as principal and C. D. and E. F., as sureties, are held and firmly bound unto the State of Ohio in the penal sum of — dollars, to the payment of which we do hereby jointly and severally bind ourselves by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such, that, whereas, letters of special administration upon the estate of X. Y., deceased, were granted to the said A. B. by the probate court of — County, Ohio, on the — day of —, A. D. 19—. Now, if the said A. B. as special administrator of the estate of said X. Y., deceased, shall:

First, make and return into court, on oath, within three months, a true inventory of all moneys, goods, chattels, rights and credits of deceased, which have or shall come to his possession or knowledge, and also, if required by the court, an inventory of the real estate of the deceased;

Second, render a true account under oath of all the moneys, goods, chattels, debts and effects of the deceased that shall be received by him as such special administrator, whenever required by the court; and will deliver the same to the person who shall be appointed executor or administrator of the deceased, or to

such other person as shall be lawfully authorized to receive the same, then this obligation to be void; otherwise to remain in full force and effect.

Executed in presence of

A. B.

C. D.

E. F.

No. 349.

BOND OF EXECUTOR.

(Rev. Stats. § 5996.)

Know all men by these presents, that we A. B. as principal and C. D. and E. F. as sureties, of the County of —, in the State of Ohio, are held and firmly bound unto the State of Ohio in the penal sum of — dollars, for which payment well and truly to be made we do bind ourselves jointly and severally by these presents.

Dated this — day of —, 19—.

The condition of the above obligation is such, that, whereas, letters testamentary upon the estate of X. Y., deceased, were granted to the said A. B. by the probate court of — County, Ohio, on the — day of —, 19—. Now if the said A. B., executor of the last will and testament of said X. Y., deceased, late of the City of —, in the County of —, aforesaid, shall:

(1) Make and return to the probate court within and for said county on oath, within three months, a true inventory of all the moneys, goods, chattels, rights and credits of the testator which are by law to be administered, and which shall have come to his possession or knowledge, and also, if required by said court, an inventory of the real estate of the deceased:

(2) Shall administer, according to law and to the will of the testator, all the goods, chattels, rights and credits, and the proceeds of all the real estate that may be sold for the payment of debts or legacies, which shall at any time come to his possession, or to the possession of any other person for him; and

(3) Shall render, upon oath, a just and true account of his administration within eighteen months, and at any other times, when required by said court, or the law, and failing so to do for thirty days after he shall have been notified of the expiration of the time by the probate judge, he shall receive no allowance for

services unless the court shall enter upon its journal that such delay was necessary and reasonable; then this obligation shall be void, otherwise it shall remain in full force and effect.

A. B.

C. D.

E. F.

No. 350.**BOND OF TESTAMENTARY TRUSTEE.**

(Rev. Stats. § 5981.)

Know all men by these presents: that we, A. B. as principal and C. D. and E. F. as sureties, are held and firmly bound unto the State of Ohio, in the just and full sum of — dollars, for the payment of which sum well and truly to be made we jointly and severally bind ourselves firmly by these presents. Dated this — day of —, 19—, at —, Ohio.

The condition of this obligation is such, that whereas, on the — day of —, 19—, the probate court of the County of —, in the said State of Ohio, appointed the said A. B. as trustee for and of certain estate of X. Y., deceased. The object and purpose of said appointment and trust being: that by the last will and testament of X. Y., late of said County of — deceased, which said last will and testament has been duly admitted to probate and record in said court, it was among other things provided —.

Now, if the said A. B., as such trustee of said —, shall well and truly do, perform and discharge with fidelity all and singular the duties which he as such trustee ought to do, perform and discharge, and act in all things as required by law, and faithfully account for all money and funds that may come into his hands as such trustee, then this obligation shall be void, otherwise the same shall be and remain in full force and effect.

A. B.

C. D.

E. F.

No. 351.

BOND OF GUARDIAN.

(Rev. Stats. § 6259.)

Know all men by these presents, that we, A. B. as principal and C. D. and E. F. as sureties, of the County of —, in the State of Ohio, are held and firmly bound unto the State of Ohio in the penal sum of — dollars, lawful money of the United States, to which payment well and truly to be made we do bind ourselves, our heirs, executors and administrators, and every one of them, jointly and severally by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such, that if the above named A. B. shall faithfully discharge all his duties as guardian of the person and property of G. H. aged — years, —, 19—, of the county and State aforesaid, minor — and heir at law of J. H. deceased, late of the county and State aforesaid, as the law requires, then the above obligation to be void; otherwise to remain in full force and effect.

A. B.
C. D.
E. F.

State of Ohio, }
— County, } ss.

I, A. B., do solemnly swear that I will faithfully and honestly discharge all and singular the duties devolving on me as the guardian of the above named minor —.

A. B.

Sworn to and subscribed before me this — day of — 19—.

—
—

No. 352.

BOND OF NOTARY PUBLIC.

(Rev. Stats. § 112.)

Know all men by these presents, that we, — as principal and — and — as sureties, of the — of —, County of —, and State of Ohio, are held and firmly bound unto the State of Ohio, in the penal sum of fifteen hundred dollars, the payment of which, well and truly to be made, we do hereby bind ourselves,

our heirs, executors, and administrators, firmly by these presents.

Dated this — day of —, A. D. 19—.

The condition of the above obligation is such, that whereas, the said — has made application to the Governor of Ohio for appointment to the office of notary public for the county of — in said State; now if the said — receive such appointment and faithfully discharge the duties of said office of notary public according to law, then this obligation to be void; otherwise to remain in full force and virtue.

—
—
—

No 353.

ADDITIONAL BOND OF EXECUTOR, OR ADMINISTRATOR, ON SALE OF REAL ESTATE.

(Rev. Stats. § 6150.)

Know all men by these presents, that we, A. B., C. D., and E. F., are held and firmly bound unto the State of Ohio in the sum of — dollars, to the payment of which we do hereby jointly and severally bind ourselves, our heirs, executors and administrators. The condition of this obligation is such that, whereas, in a certain cause pending in the probate court of the County of — and State of Ohio,, wherein A. B., executor of the last will and testament (or administrator of the estate) of X. Y., deceased, is plaintiff, and I. J. and others are defendants, the said A. B. has been ordered by said court to sell more real estate than will be necessary for the payment of the debts of said decedent and the charges of administering his estate. Now, if the said A. B. shall account for all the proceeds of the real estate so ordered to be sold that shall remain after the payment of the debts and charges aforesaid, and dispose of the same according to law, then this obligation to be void, otherwise to be in full force and effect.

A. B.
C. D.
E. F.

(f) STATUTORY UNDERTAKINGS.

No. 354.**BOND OF COUNTY DEPOSITARY.**

(Rev. Stats. §§ 1136-4.)

Know all men by these presents, that we, The — National Bank of —, Ohio, a bank duly incorporated under the laws of the United States of America and situated in — County, Ohio, as principal, and E. F., G. H., I. J., L. M., N. O., and P. Q. as sureties, are held and firmly bound unto the county of —, in the State of Ohio, in the sum of — dollars, for which payment well and truly to be made, we do bind ourselves firmly by these presents..

Dated this — day of —, 19—.

The condition of this obligation is such, that, whereas, the above bounden — National Bank of —, Ohio, was on the — day of —, 19—, by the commissioners of said — county, duly designated as a depository of the money of said county, and was duly awarded the use of the money of said county:

Now if said — National Bank shall well and truly receive, receipt for, safely keep, and pay over, all the money which may come under its custody, under and by virtue of the laws of Ohio, and under and by virtue of its proposal to said commissioners and the award of said commissioners, together with interest thereon at the rate of — per cent. per annum; and if said — National Bank shall faithfully perform all the duties imposed by law upon the depository of the money of the county; then this obligation to be void, otherwise to remain in full force and effect.

Signed and delivered
in presence of

The — National Bank of Ohio.

E. F.

G. H.

I. J.

L. M.

N. O.

P. Q.

No. 355.**BOND OF PAWNBROKER.**

(Rev. Stats. § 4388.)

Know all men by these presents, that we, A. B. as principal and E. F. as surety, are held and firmly bound unto the city of —, Ohio, in the sum of five hundred dollars (\$500.00) for which payment well and truly to be made we do bind ourselves firmly by these presents.

Dated this — day of —, 19—

The condition of this obligation is such, that, whereas, the said A. B. has made application to the mayor of said city of —, Ohio, for a license to carry on and conduct the business or calling of pawnbroker in said city of —, Ohio;

Now if the said A. B. shall carry on and conduct said business properly, and shall conform to the requirements of the law, and any and all ordinances of said city of —, Ohio, then this obligation to be void, otherwise to remain in full force and effect.

Signed and delivered

A. B.

in presence of

E. F.

I hereby approve the surety on the above bond.

_____,
Mayor of —, Ohio.

No. 356.**BOND FOR SUPPORT OF ILLEGITIMATE CHILD.**

(Rev. Stats. § 5617.)

Know all men by these presents, that we, A. B., C. D., and E. F., are held and firmly bound unto the State of Ohio in the sum of — dollars (\$—), for which payment well and truly to be made we do bind ourselves jointly and severally by these presents.

Dated this — day of —, 19—

The condition of this obligation is such, that, whereas, the said A. B. has been arrested upon a warrant issued by —, a justice of the peace in and for — Township, — County, Ohio, on the complaint of G. H., an unmarried woman, for being the father of a bastard child, of which the said G. H. has been delivered (or with which the said G. H. is now pregnant), and the

said A. B. has compromised with and satisfied the said G. H. in the premises, pursuant to the law.

Now, if the said A. B. shall save any and every township, county and municipal corporation, within this State, free from all charges for the maintenance of such bastard child, then this obligation to be void, otherwise to remain in full force and effect.

Signed and delivered
in presence of

A. B.

C. D.

E. F.

The execution of the foregoing bond and the sufficiency of the sureties thereon are hereby approved this — day of —, 19—.

Justice of the Peace.

No. 357.

BOND BY PARENT, AFTER CONVICTION FOR ABANDONMENT, FOR SUPPORT OF CHILD.

(Rev. Stats. § 3140-2.)

Know all men by these presents, that we, A. B., C. D., and E. F., are held and firmly bound unto the State of Ohio in the penal sum of one thousand dollars (\$1,000.00), for which payment well and truly to be made we do bind ourselves jointly and severally by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such, that, whereas, the said A. B., on a trial had in the court of common pleas in and for — County, Ohio, at the — term thereof, has been duly convicted of neglecting and refusing to provide one R. B., a child under sixteen years of age, living in Ohio, of whom the said A. B. is the father, with necessary and proper home, care, food, and clothing, although being able so to do by personal services, labor and earnings, and whereas, the said A. B. has appeared in said court before sentence, and desires to enter into a bond pursuant to law for the support and maintenance of the said R. B.

Now, if the said A. B. shall well and truly furnish the said child, R. B., with necessary and proper home, food, care and

clothing, then this obligation to be void, otherwise to remain in full force and effect.

Signed and delivered
in presence of

A. B.
C. D.
E. F.

No. 358.

BOND BY CHILD, AFTER CONVICTION FOR ABANDONMENT, FOR SUPPORT OF PARENT.

(Rev. Stats. §§ 7017-3.)

Know all men by these presents, that we, A. B., C. D. and E. F., are held and firmly bound unto the State of Ohio, in the penal sum of one thousand dollars (\$1,000.00) for which payment well and truly to be made we do bind ourselves jointly and severally by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such, that, whereas, the said A. B., on a trial had in the court of —, has been duly convicted of neglecting and refusing to provide one J. B., the father of said A. B., being destitute of means of subsistence and unable by reason of old age to support himself, with necessary shelter, food, care and clothing, although the said A. B. was possessed of means sufficient to provide the same, and whereas, the said A. B., before sentence, has appeared before said court and desires to enter into bond pursuant to law for the support and maintenance of the said J. B. Now if the said A. B. shall well and truly furnish the said J. B. with necessary and proper shelter, food, care and clothing, then this obligation to be void, otherwise to remain in full force and effect.

Signed and delivered
in presence of

A. B.
C. D.
E. F.

No. 359.

BOND TO SHERIFF BY DEFENDANT, FOR REDELIVERY OF GOODS UNDER LEVY.

(Rev. Stats. § 5384.)

Know all men by these presents, that we, A. B. as principal and E. F. as surety, are held and firmly bound unto C. D.,

sheriff of — County Ohio, in the sum of — dollars (\$—), for which payment well and truly to be made we do bind ourselves firmly by these presents.

Dated this — day of — 19—.

The condition of this obligation is such, that, whereas, the said C. D., sheriff of — County, Ohio, by virtue of an execution issued to him out of the court of common pleas of — county, dated —, 19—, at the suit of X. Y. against the said A. B., did seize and levy on certain goods and chattels, the property of said A. B., an itemized list of which is contained in the schedule hereto annexed marked "Exhibit A." and made a part hereof, which said goods and chattels remain upon his hands unsold for want of bidders (or for want of time to advertise and sell), and whereas, the said A. B. desires to retain possession of said goods and chattels. Now if the said A. B. shall deliver all of said goods and chattels to said C. D., sheriff, at such time and place as the said C. D., sheriff, shall appoint, either by notice given in writing to the said A. B., or by advertisement in a newspaper printed in said — county, naming therein the day and place of sale, then this obligation shall be void, otherwise to remain in full force and effect.

Signed and delivered
in presence of

A. B.
E. F.

No. 360.

BOND TO EXECUTOR BY LEGATEE, TO REFUND LEGACY IF NECESSARY.

(Rev. Stats. § 6128.)

Know all men by these presents, that we, A. B. as principal and E. F. as surety, are held and firmly bound unto C. D., executor of the last will and testament of G. H., deceased, in the sum of — dollars (\$—), for which payment well and truly to be made, we do bind ourselves firmly by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such, that, whereas, the said C. D., executor as aforesaid, has this day paid to the said A. B. the sum of — dollars (\$—), being a legacy of said amount bequeathed to said A. B. by the said G. H., deceased, in his last will and testament, and two years not having expired from

the time when said C. D. gave bond for the discharge of his trust as such executor. Now, if the said A. B. shall refund said amount so paid to him, or as much thereof as may be necessary to satisfy any demands that may be afterward recovered against the estate of said G. H., deceased, and if the said A. B. shall indemnify the said C. D., executor as aforesaid, against all loss and damage on account of such payment, then this obligation to be void, otherwise to remain in full force and effect.

Signed and delivered

A. B.

in presence of

E. F.

No. 361.

BOND TO EXECUTOR TO REDELIVER PROPERTY SPECIFICALLY BEQUEATHED.

(Rev. Stats. § 6075.)

Know all men by these presents, that we, A. B. as principal, and E. F. as surety, are held and firmly bound unto C. D., executor of the last will and testament of G. H., deceased, in the sum of — dollars (\$—), for which payment well and truly to be made we do bind ourselves firmly by these presents.

Dated this — day of —, 19—.

The condition of this obligation is such, that, whereas, the said A. B. has this day received from C. D., as such executor, the following property, specifically bequeathed to him by said G. H., deceased, in his last will and testament, to wit (list of property).

Now, if the said A. B. shall redeliver said property in as good order and condition as the same was in when received, in case such property shall be required to pay the debts of said decedent, then this obligation to be void, otherwise to remain in full force and effect.

A. B.

E. F.

No. 362.

BOND OF EXECUTOR WHO IS RESIDUARY LEGATEE.

(Rev. Stats. § 5997.)

Know all men by these presents, that I, A. B. as principal and E. F. and G. H. as sureties, are firmly held and bound unto the State of Ohio, in the penal sum of — dollars (\$—), for

the payment of which sum well and truly to be made to the said State of Ohio, we do bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents. In witness whereof, we hereunto subscribe our names this — day of —.

The condition of the above obligation is such, that if the above named A. B., sole residuary legatee and devisee of L. B., deceased, late of the City of —, County of —, and State of Ohio, shall pay all the debts and legacies of the said L. B., deceased, and the just charges of the administration, and shall pay over said estate to the persons entitled thereto in case the will of the said L. B. be at any time set aside, then this obligation shall be void, otherwise the same shall remain in full force and effect.

Signed and delivered
in presence of

A. B.
E. F.
G. H.

NOTE.

From Tidd, adm. v. Bloch, 4 C. C. (N. S.) 216.

No. 363.

BOND TO PREVENT SALE OF REAL ESTATE.

(Rev. Stats. § 6146.)

Know all men by these presents, that we, A. B., C. D. and E. F., are held and firmly bound unto G. H., executor of the last will and testament (or administrator of the estate) of X. Y., deceased, in the sum of — dollars, to the payment of which we hereby jointly and severally bind ourselves, our heirs, executors and administrators. Dated this — day — of —, 19—.

The condition of this obligation is such, that whereas, the said G. H., as executor (or administrator) as aforesaid, on the — day of —, 19—, made an application to the probate court of — County, Ohio, for an order to sell the real estate of said decedent, alleging that the personal estate of said decedent was insufficient for the payment of his debts and the charges of administering his estate. Now if the said A. B. shall pay all the debts mentioned in the pe-

tion that shall eventually be found due from the estate, with the charges of administering the same, and the allowance in money to the widow so far as the personal estate of the deceased shall be insufficient therefor, then this obligation to be void, otherwise to be in full force and effect.

Executed in the
presence of

—

A. B.

C. D.

E. F.

No. 364.

BOND OF SURVIVING PARTNER ON PURCHASE OF PARTNERSHIP PROPERTY.

(Rev. Stats. § 3169.)

Whereas, —, late of — county, Ohio, deceased, was at the time of his death, a member of a partnership, existing in said — county, under the firm name of — and composed of said decedent and of —, surviving partner, and whereas, said —, surviving partner as aforesaid, has, after inventory and appraisal of the entire assets and liabilities of said partnership in the probate court of said county, and with the consent of the administrator (or executor), of said decedent, and the approval of said probate court, elected to take the assets of said partnership at their appraised value and upon the terms prescribed by statute, and to give the bond required by law for the payment of the debts and liabilities of the said partnership. Now, therefore, we —, as principal, and — as sureties, bind ourselves to — administrator (or, executor) of the said —, deceased, in the sum of — dollars, that the said —, surviving partner as aforesaid, will pay the debts and liabilities of the said partnership of — and if no default be made therein, then this obligation to be void, otherwise to be and remain in full force and effect.

Given under our hands, this — day of —, A. D. 19—.

—,
—.

CHAPTER XV.

CERTIFICATES.

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No. 365.

CERTIFICATE OF COUNTY RECORDER TO COPY OF RECORD.

(Rev. Stats. § 4143.)

The State of Ohio, }
— County. } ss.

I, — county recorder of the County of — aforesaid, in whose custody the land records of said county are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing copy is taken and copied from the records of said county, as appears on page —, in vol. —, of —, and that said foregoing copy has been compared by me with said original record, and that the same is a correct transcript thereof.

In testimony whereof, I have hereunto subscribed my name and affixed my seal of office, at the court house in the — of — this — day of —, 19—.

—, County Recorder.
By —, Deputy Recorder.

No. 366.

CERTIFICATE TO COPY OF RECORD OF COURT OF COMMON PLEAS, FOR USE IN ANOTHER STATE.

(U. S. Rev. Stats. § 905.)

The State of Ohio, }
— County. } ss.

I, —, clerk of the court of the common pleas within and

for said county, and in whose custody the files, journals and records of said court are required by the laws of the State of Ohio to be kept, hereby certify that the foregoing copy is taken and copied from the records — of the proceedings of the court of common pleas, within and for said — county, and that said foregoing copy has been compared by me with the original record, — and that the same is a correct transcript thereof.

In testimony whereof, I do hereby subscribe my name officially, and affix the seal of said court at the courthouse in the — of — in said county, this — day of —, A. D. 19—.

—, Clerk.

I, —, presiding judge of the court of common pleas, within and for the — judicial district of the State of Ohio, in which district is said county of —, do hereby certify, that — was at the date of the above certificate, and now is, clerk of said court of common pleas, within and for said — county, and State of Ohio, and that said clerk is the officer in whose custody said original record — is required to be kept by the laws of the State of Ohio, and authorized by the laws of the State of Ohio to certify as aforesaid, and that said attestation to said copy of said record is in due form of law.

Signed by me, and dated at — county, Ohio, this — day of A. D. 19—

—
Judge, as aforesaid.

I, — clerk of the court of common pleas, a court of record of — county, do hereby certify that — was, at the date of the foregoing certificate, the duly elected, qualified and acting presiding judge of the court of common pleas of — county.

In testimony whereof, I hereunto subscribe my name and affix the seal of said court at — this — day of — A. D. 19—

—
Clerk.

No. 367.

CERTIFICATE TO COPY OF RECORD OF COURT OF
COMMON PLEAS, FOR USE IN OHIO.

STATE OF OHIO, }
— COUNTY, } ss.

I, —, clerk of the court of common pleas within and for said county, and in whose custody the files, journals and records of said court are required by the laws of the State of Ohio to be kept, hereby certify that the foregoing copy is taken and copied from the records — of the proceedings of the court of common pleas, within and for said — county, and that said foregoing copy has been compared by me with the original record, — and that the same is a correct transcript thereof.

In testimony whereof, I do hereto subscribe my name officially, and affix the seal of said court at the court house in the — of — in said county, this — day of —, A. D. 19—.

—
Clerk.

I, —, presiding judge of the court of common pleas, within and for the — judicial district of the State of Ohio, in which district is said county of—, do hereby certify, that — was at the date of the above certificate, and now is, clerk of the said court of common pleas within and for said — county, and State of Ohio, and that said clerk is the officer in whose custody said original record — is required to be kept by the laws of the State of Ohio, and authorized by the laws of the State of Ohio to certify as aforesaid, and that said attestation to said copy of said record is in due form of law.

Signed by me and dated at — county, Ohio, this — day of — A. D. 19—.

—
Judge, as aforesaid.

CHAPTER XVI.

CHATTEL MORTGAGES.

NOTE.

A chattel mortgage is a transfer of personal property as security for a debt, or for the performance of an obligation. In the usual form it "conveys to the mortgagee the property mortgaged, and he thereby becomes the general owner of it, and in the absence of a reservation of the right of possession in the mortgagor, he is entitled to the immediate possession of it. If there is such a reservation in favor of the mortgagor, such reservation only affects the possession according to the terms of the reservation, the title to the property remaining in the meantime in the mortgagee, who becomes entitled to the immediate possession on breach of the condition."¹

Property subject to. As a general rule, any personal property which is capable of being sold may be the subject of a mortgage. Personal property exempt from execution may be mortgaged by its owner. Such a mortgage operates as a waiver of exemption as to the property included in the mortgage and neither the owner, nor his wife,² can claim exemptions out of such property.³

In order to support a mortgage the mortgagor need not be the absolute owner of the property. The interest of a purchaser under a conditional sale contract, who has paid part of the purchase money, may be mortgaged if the purchaser is in possession of the property.⁴

Subsequently acquired property. A stipulation in a mortgage, that it shall be a lien on any goods the mortgagor may thereafter purchase and place in stock to replace those sold by him, does not create a lien on such after-acquired property so long as it remains in the possession of the mortgagor. It constitutes, however, a valid contract for a lien, which becomes absolute as soon as the property lawfully passes into the possession of the mortgagee.

Such possession, taken either through a voluntary surrender to him by the mortgagor,⁵ or through the action of the mortgagee under authority contained in the mortgage without the consent of the mortgagor, has the same effect of protecting the property from the claims of creditors of the mortgagor, as has possession taken of property

¹ *Robinson v. Fitch*, 26 O. S. 659 (663).

⁴ *Albright v. Meredith*, 58 O. S. 194 (200).

² *Hiser v. Dawson*, 17 W. L. B. 318.

⁵ *Chapman v. Weimer*, 4 O. S. 481.

³ *Frost v. Shaw*, 3 O. S. 270.

owned by the mortgagor at the time of the execution of the mortgage.⁶

Choses in action are, in general, not the subject matter of a chattel mortgage but a chattel mortgage in which book accounts are specifically mentioned and included operates as an assignment and creates a specific lien thereon in favor of the assignee.⁷

Fixtures. Chattels permanently annexed to real property are, of course, not the subject of chattel mortgage,⁸ but those chattels which retain the character of personal property may be included in a chattel mortgage, although attached to realty.⁹

Chattels real. A mortgage executed by the lessee of real property for a term of years should be executed as a mortgage of real property, and recorded. Such a mortgage takes precedence over a prior chattel mortgage thereon, not so executed or recorded, although properly executed and filed as a chattel mortgage, in the absence of actual notice of such prior mortgage.¹⁰

Form and execution. No particular form of chattel mortgage is required or prescribed by statute, but where the property included in a mortgage remains in the possession of the mortgagor, the mortgage must be in writing and signed. The signature need not be at the bottom of the instrument.¹¹ A seal is not required.¹²

The names of the parties must be mentioned, but a mortgage by a partnership may be in the firm name without mentioning the names of the individual partners,¹³ and is valid if signed by one partner only, if authorized by the other members of the firm.¹⁴

Description of property. Any description of the property is sufficient which will enable third persons to identify the property, aided by inquiries which the mortgage itself indicates and directs. A mortgage of "all the stock, tools and chattels, belonging to" the mortgagor "in and about the shop occupied by him" is not void against creditors, and the mortgagee may show, by parol evidence, what articles were in and about the shop when the mortgage was made. The identity of the property is not, in such cases, ascertained by any specific description which distinguishes it from other property of the same kind or species, but by its locality.¹⁵

⁶ *Francisco v. Ryan*, 54 O. S. 307. See also *Coe v. Peacock*, 14 O. S. 187; *Coe v. R. R. Co.*, 10 O. S. 373; *In re National Valve Co.*, Bankrupt, 3 O. L. R. 523.

⁷ *Kilbourne v. Fay*, 29 O. S. 264; *In re Ehler*, 21 W. L. B. 140, Goebel 186. *Lorain v. Lorain Sgs. and Bkg. Co.*, 2 N. P. 108.

⁸ *Stone v. Morris*, 1 Cleveland L. R. 28; *Metcalfe v. Fosdick*, 23 O. S. 114; *Brennan v. Whitaker*, 15 O. S. 446.

⁹ See *Smith v. Worman*, 10 O. S. 145; *Simons v. Pierce*, 16 O. S. 215.

¹⁰ *Paine, Kendall & Co. v. Mason*, 7 O. S. 199; *Acklin v. Waltermier*, 19 C. C. 372.

¹¹ Rev. Stats., §§ 4150, 4151; *Bank v. Nottingham Mfg. & Supply Co.*, 15 W. L. B. 8.

¹² *Johnson v. Nelson*, 3 W. L. M. 306.

¹³ *Johnson v. Nelson*, 3 W. L. M. 306 (310).

¹⁴ *Greiss v. Wilkop*, 12 C. C. 481.

¹⁵ *Lawrence v. Evarts*, 7 O. S. 194 (196, 197).

Description of debt. The debt, secured by the mortgage, should be so described as to be notice to subsequent purchasers or lienholders, or be sufficient at least to put them upon inquiry. But the lien is not affected by a clerical inaccuracy in the description of the debt, as, for instance, in the date of the note secured or in the time of its payment.¹⁶

Affidavit of good faith by mortgagee, etc. Before a chattel mortgage is filed, the mortgagee, his agent or attorney, must state thereon, under oath, the amount of the claim, and that it is just and unpaid, if given to secure the payment of money; and if given to indemnify the mortgagee as surety for the mortgagor, such sworn statement must set forth such liability and that the instrument was taken in good faith to indemnify against loss that may result therefrom.¹⁷

The omission of such a statement renders the mortgage void against creditors of the mortgagor, and subsequent purchasers and mortgagees in good faith.¹⁸

The affidavit need not be in any particular form. The form is immaterial if the statement contains the requisite facts. If the affidavit refers to matters contained in the mortgage, such matters are to be regarded as part of the affidavit without being set forth therein;¹⁹ but a defect in the affidavit cannot be cured by conditions contained in the mortgage unless reference is made thereto in the affidavit.²⁰

The name of the mortgagor need not be stated in the affidavit.²¹

The affidavit may be made by one of several joint mortgagees,²² or by the attorney for the mortgagee, providing he was previously authorized.²³

It may be made by the mortgagee before the instrument has been executed by the mortgagor.²⁴

The statement must be sworn to by the mortgagee, his agent or attorney, but his omission to sign the statement is not fatal to the lien of the mortgage.²⁵

The statement under oath of the mortgagee must be authenticated on the mortgage by the signature of the officer administering the oath;²⁶ but the omission of the seal of the officer does not affect the lien of the mortgage.²⁷

The affidavit on an indemnity mortgage to a surety must substan-

¹⁶ Greiss v. Wilkopp, 12 C. C. 481 (484).

¹⁷ Rev. Stats., § 4154.

¹⁸ Hanes v. Tiffany, 25 O. S. 549; Blandy v. Benedict, 42 O. S. 295.

¹⁹ Gardiner v. Parmalee, 31 O. S. 551.

²⁰ Blandy v. Benedict, 42 O. S. 295.

²¹ O. S. Kelly Co. v. Lobenthal, 15 C. C. 343, affirmed 59 O. S. 621.

²² Voss v. Murray, 50 O. S. 19.

²³ *In re* Merling, 1 N. P. 35.

²⁴ Engleright v. Annesser, 19 C. C. 73, affirmed in Ludwig Rec'r v. Rothchild's Sons Co., 60 O. S. 627.

²⁵ Gambrinus Stock Co. v. Weber, 41 O. S. 689, reversing 10 Am. L. R. 482.

²⁶ Benedict v. Peters, 58 O. S. 527.

²⁷ Ashley v. Wright, 19 O. S. 291.

tially comply with the statute and show that the mortgage was taken in good faith.²⁸

Statement of amount in affidavit. The object of the statute in requiring the mortgagee to make a verified statement on the mortgage is to notify the public of the amount of the lien;²⁹ and where the amount is left blank in the affidavit the mortgage is invalid as to creditors.³⁰

Where the mortgage secures two claims, an affidavit giving the aggregate amount of the indebtedness is sufficient.³¹

Affidavit on copy. Where a copy of the mortgage is filed, it must contain an original sworn statement; it is not a sufficient compliance with the statute to copy the affidavit made on the original mortgage even though the original be filed in another place.³²

Filing of mortgage. As between the mortgagor and mortgagee a chattel mortgage need not be filed,³³ but as against creditors of the mortgagor, subsequent purchasers and mortgagees in good faith, the mortgagee must either (1) take and keep possession of the property or (2) file the mortgage or a true copy thereof.³⁴

Time of Filing. The statute provides that a chattel mortgage must be filed "forthwith."³⁵ It has been held, however, that the only effect of delay in filing is to render it void as against creditors who assert their rights by levy before the mortgage is actually filed. It is valid against other creditors.³⁶

Refiling of mortgage. Within thirty days prior to the expiration of one year from the filing of a chattel mortgage, a true copy of such mortgage, with a verified statement by the mortgagee exhibiting his interest in the property must again be filed in the office where the original is filed.³⁷ A re-filing of the original mortgage, instead of a copy, is a substantial compliance with this statute.³⁸

The mortgage must be successively filed from year to year. The lapse of a full year from the time of any filing, without a renewal thereof, will invalidate the mortgage as against creditors.³⁹

Where the mortgagee takes possession before the expiration of a year, re-filing is unnecessary.⁴⁰

It is also unnecessary to re-file a mortgage where the mortgagor has made an assignment for creditors and the assignee has taken

²⁸ Nesbit v. Worts, 37 O. S. 378; Hanes v. Tiffany, 25 O. S. 549.

²⁹ Gambrinus Stock Co. v. Weber, 41 O. S. 689 (690).

³⁰ *In re* Brocamp, 2 C. C. 372.

³¹ Gardiner v. Parmalee, 31 O. S. 551.

³² Cross v. Carstens, 49 O. S. 548.

³³ Kilbourne v. Fay, 29 O. S. 264 (277); Stewart v. Hopkins, 30 O. S. 502.

³⁴ Rev. Stats., § 4150.

³⁵ Rev. Stats., § 4150.

³⁶ Cass v. Rothman, 42 O. S. 380 (382); Retzsch v. Retzsch Printing Co., 19 C. C. 631; Wilson v. Leslie, 20 Ohio 161.

³⁷ Rev. Stats., § 4155; Whiteley v. Weber, 2 C. C. 336.

³⁸ Paine, Kendall & Co. v. Mason, 7 O. S. 199 (206).

³⁹ Seaman v. Eager, 16 O. S. 210.

⁴⁰ Fuher v. Buckeye Supply Co., 7 N. P. 420; Cass v. Rothman, 42 O. S. 380 (382).

possession before the expiration of one year from the original filing.⁴¹

Time of re-filing. A chattel mortgage must be renewed within thirty days immediately preceding the expiration of one year from the original filing. If re-filed before the commencement of the thirty days, it creates no lien from that date.⁴²

After the expiration of the thirty days it is void as against creditors and if re-filed subsequently it creates no lien.⁴³

Fractional parts of a day are considered in determining whether a mortgage was renewed during the proper period.⁴⁴ When the last day occurs on Sunday, the mortgage must be filed before that day.⁴⁵

Place of filing. A chattel mortgage must be deposited with the county recorder of the county where the mortgagor resides at the time of its execution; if he is a non-resident of the State, then with the county recorder of the county where the property is situated.⁴⁶

A mortgage executed by two or more mortgagors, or by a partnership,⁴⁷ should be filed in each county where a member of the firm resides,⁴⁸ and should be re-filed in all the counties.⁴⁹ Where one partner is a non-resident of the State, it is a sufficient compliance with the statute to file the mortgage in the county where the resident partner resides.⁵⁰ A mortgage on property situated in another State where the mortgagor is a resident at the time of its execution, and which is properly recorded in such State, need not be filed or recorded in this State on a subsequent removal of the mortgagor with the property to this State.⁵¹

Recording chattel mortgages. When the party depositing it so desires a chattel mortgage must be recorded in a book kept for that purpose.⁵²

Actual notice of mortgage. Actual notice of the existence of a chattel mortgage on the part of a subsequent purchaser, or mortgagee, renders the mortgage valid as against them, although there may have been defects in its execution or filing.⁵³

The same rule does not apply to a creditor; and he may by levy acquire priority over a mortgage which has not been executed, verified or filed as required by statute.⁵⁴

Possession by mortgagor with power of sale. A mortgage which gives the mortgagor the right to remain in possession with power to sell the mortgaged property is void as against his creditors and as against an assignee for the benefit of his creditors, so long as the mortgagor

⁴¹ *In re Brocamp*, 2 C. C. 372.

⁴² *Biteler v. Baldwin*, 42 O. S. 125.

⁴³ *Cooper v. Koppes*, 45 O. S. 625.

⁴⁴ *Seaman v. Eager*, 16 O. S. 210.

⁴⁵ *Paine, Kendall & Co. v. Mason*, 7 O. S. 199.

⁴⁶ *Rev. Stats.*, § 4157.

⁴⁷ *Devine v. Taylor*, 12 C. C. 723.

⁴⁸ *Westlake v. Westlake*, 47 O. S. 315.

⁴⁹ *Aultman & Co. v. Guy*, 41 O. S. 598.

⁵⁰ *Smith v. Burnett*, 3 C. C. 594.

⁵¹ *Kanaga v. Taylor*, 7 O. S. 134.

⁵² *Rev. Stats.*, § 4153; *Stevenson v. Colopy*, 48 O. S. 237.

⁵³ *Huber Mfg. Co. v. Sweny*, 57 O. S. 169; *Simons v. Pierce*, 16 O. S. 215.

⁵⁴ *Houk v. Condon*, 40 O. S. 569.

remains in possession. But when the mortgagee takes possession his title becomes complete, and the property is no longer subject to process against the mortgagor.⁵⁵

Where a chattel mortgage provides that the mortgagor is to remain in possession and to sell in the usual course of business, as agent of the mortgagee, and to account to the mortgagee for the proceeds, if the agreement is made in good faith, such mortgage is valid.⁵⁶

⁵⁵ *Francisco v. Ryan*, 54 O. S. 307. 110; *Kelly v. Tracy & Avery Co.*, 71

⁵⁶ *Kleine v. Katzenberger*, 20 O. S. O. S. 220 (241, 242).

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No. 368.

CHATTEL MORTGAGE: GENERAL FORM.

Know all men by these presents, that, I, A. B., of the city of Cleveland, Ohio, the mortgagor, for the consideration of five hundred dollars (\$500.00), received to my full satisfaction of C. D., the mortgagee, do hereby bargain, sell, assign, transfer, convey and set over unto the said mortgagee, his executors, administrators¹ and assigns the following described goods and chattels now being in my possession at No. 10 Tenth Street in the city of Cleveland, Ohio, to wit:

One C. D. printing press, No. 100,000.

To have and to hold the same unto the said mortgagee, his executors, administrators¹ and assigns.

The condition of this mortgage is such, that whereas, the said A. B. has executed and delivered unto the said C. D. his certain promissory note of even date herewith, for five hundred dollars (\$500.00), and due and payable as follows: \$250.00 six months after date, and \$250.00 one year after date, at the office of said C. D. with interest at the rate of 6% per annum.

Now if the said mortgagor, his executors, administrators¹ or assigns, shall well and truly pay said promissory note with interest, as hereinbefore provided, and shall well and truly perform all the agreements and covenants herein contained on the part of

¹ If mortgagor or mortgagee is a corporation erase the words, "his executors, administrators" and substitute the words "its successors."

said mortgagor to be performed, then this mortgage to be void; otherwise to remain in full force and effect.

And the said mortgagor hereby covenants and agrees to and with said mortgagee, his executors, administrators¹ and assigns, that he is the true and lawful owner of the above described property, and has good right to sell, convey and incumber the same: and that the same are free from all incumbrances whatsoever.

Said mortgagor further covenants and agrees that he will insure the above described property for the sum of five hundred and fifty dollars (\$550.00), and keep the same so insured during the continuance of this mortgage; and if he fails or neglects so to do, said mortgagee may insure the same at the expense of said mortgagor: and in the event of loss, if any, payment shall be made to said mortgagee for the uses and purposes herein mentioned.

Said mortgagor further covenants and agrees to and with said mortgagee, his executors, administrators¹ and assigns, that if default be made in the payment of said note, or of any instalment of principal or interest thereon, when the same becomes due, or within three days thereafter, then all of said notes and all instalments of principal thereon remaining unpaid shall immediately become due and payable at the option of said mortgagee, notice of said option being hereby expressly waived; and if default be made in the payment of any of said sums of money, or in the performance of any of the covenants herein contained on the part of said mortgagor to be performed, at the time limited therefor, or if said mortgagee, his executors, administrators¹ or assigns, at any time before said sums of money become due, shall deem it necessary for his more perfect and complete security, said mortgagee is hereby authorized and empowered to enter any premises of said mortgagor, or such other places as the said goods and chattels may be, and take possession of said mortgaged property and immediately sell the same at public or private sale, without notice, hereby granting unto said mortgagee the right to himself become the purchaser thereof at public sale, and out of the proceeds thereof, to retain and pay said sums of money, with interest and other proper charges, and to pay the expenses of

¹ If mortgagor or mortgagee is a corporation erase the words, "his executors, administrators," and substitute the words "its successors."

said sale, including expenses incurred in taking possession and keeping said property, and to pay any and all liens that may be thereon having priority over this mortgage, rendering the overplus, if any, to the mortgagor, his executors, administrators¹ or assigns. Except as hereinbefore provided, said mortgagor shall remain and continue in possession of said goods and chattels and in full enjoyment of the same.

In witness whereof I hereunto set my hand this — day of — A. D. 19—.

Signed and delivered
in presence of

A. B.

NOTE.

Under the "insecurity clause" a mortgagee may take possession, at any time, of the property included in the mortgage, *Francisco v. Ryan*, 54 O. S. 307 (320), except necessary household goods, wearing apparel or tools. Rev. Stats., §§ 4155-1.

An express stipulation in a mortgage permitting the mortgagee to purchase at his own sale is valid; but the sale should be a public one and be made in good faith. *Manning v. Shriver*, 79 Md. 41; *Appleton v. Turnbull*, 84 Me. 72; *Toplitz v. Bauer*, 161 N. Y. 325 (332); *Chouteau v. Allen*, 70 Mo. 290. See also *Handy v. Sibley*, 46 O. S. 9 (16); *Glidden v. Bank*, 54 O. S. 588 (598). Notice of the sale may be waived by a stipulation in the mortgage. *Williams v. Trust Co.*, 133 N. Y. 660; *Jones on Chattel Mortgages*, § 707.

No. 369.

CHATTEL MORTGAGE OF STOCK IN TRADE AND FIXTURES, INCLUDING AFTER ACQUIRED PROP- ERTY, AUTHORIZING MORTGAGOR TO SELL AS AGENT OF MORTGAGEE.

Know all men by these presents, that I, A. B., of the city of Cincinnati, Ohio, the mortgagor, for the consideration of one thousand dollars (\$1,000.00), received to my full satisfaction of C. D., the mortgagee, do hereby bargain, sell, assign, transfer, convey, set over and deliver unto the said mortgagee, his executors, administrators and assigns, the following described goods and chattels now being in and about the store room known as No.

¹ If mortgagor or mortgagee is a corporation erase the words, "his executors, administrators," and substitute the words "its successors."

10 Tenth Street in the city of Cincinnati, Ohio, to wit: all the counters, show cases, shelving, scales, ice boxes, and all other fixtures, and all the stock of goods, wares and merchandise, consisting of groceries, provisions, candies, cigars, tobacco, etc.; now in and about said store room; also all fixtures, goods, wares, and merchandise which may be hereafter acquired and placed in or about said store room, in connection with said grocery business.

To have and to hold the same unto the said mortgagee, his executors, administrators and assigns.

The condition of this mortgage is such, that whereas, the said A. B. has executed and delivered unto the said C. D. his four certain promissory notes of even date herewith for two hundred and fifty dollars (\$250) each, and due and payable in six months, one year, eighteen months, and two years after date, respectively, with interest at the rate of 6% per annum, payable semi-annually.

Now if the said mortgagor, his executors, administrators or assigns, shall well and truly pay said promissory notes with interest, as hereinbefore provided, and shall well and truly perform all the agreements and covenants herein contained on the part of said mortgagor to be performed, then this mortgage to be void, otherwise to remain in full force and effect.

And the said mortgagor hereby covenants and agrees to and with said mortgagee, his executors, administrators and assigns, that he is the true and lawful owner of the above described property, and has good right to sell, convey and incumber the same; and that the same are free from all incumbrances whatsoever.

Said mortgagor further covenants and agrees that he will insure the above described property for the sum of one thousand one hundred and twenty dollars (\$1,120.00) and keep the same insured during the continuance of this mortgage: and if he fails or neglects so to do, said mortgagee may insure the same at the expense of said mortgagor: and in the event of loss, if any, payment shall be made to said mortgagee for the uses and purposes herein mentioned.

Said mortgagor further covenants and agrees to and with said mortgagee, his executors, administrators or assigns, that if default be made in the payment of any of said notes or of any instalment of principal or interest thereon, when the same becomes due, or within three days thereafter, then all of said notes and all instalments of principal thereon remaining unpaid, shall im-

mediately become due and payable at the option of said mortgagee, notice of said option being hereby expressly waived.

It is expressly agreed between said mortgagor and mortgagee that all of the above mentioned goods, chattels and property are by these presents hereby delivered by said mortgagor to said mortgagee, to remain in the possession and under the control of said mortgagee, as hereinafter provided.

Said mortgagor is hereby appointed agent of said mortgagee to have the charge and custody of said goods, chattels and property; such charge and custody to be the possession of said mortgagee. Said mortgagor as such agent is authorized to make sales for cash only, from said stock of goods, wares and merchandise, in the usual course of retail business.

Said mortgagor shall receive, as compensation for his services as such agent, the sum of ten dollars (\$10) per week payable out of the proceeds of such sales, and not otherwise. Said mortgagor is further authorized to pay, out of the proceeds of said sales, the rent of said store room and the reasonable cost of heating and lighting the same, said cost not to exceed the sum of — dollars (\$—) per month. Said mortgagor shall not purchase any goods, wares or merchandise on the credit of said mortgagee, or charge said mortgagee with any debts or liabilities whatsoever.

Said mortgagor hereby agrees to keep accurate record books of such sales in the name of said mortgagee, and to account for all of said sales and to pay over the proceeds thereof, after deducting said expenses, to said mortgagee, at the maturity of said promissory notes.

Said mortgagor further covenants and agrees to and with said mortgagee, his executors, administrators and assigns, that if default be made in the payment of any of said sums of money or in the performance of any of the covenants and agreements herein contained on the part of said mortgagor to be performed, at the time limited therefor, or if said mortgagor shall fail to faithfully and diligently perform his duties as such agent to the satisfaction of said mortgagee, or if said mortgagor shall commit any waste, or shall fail to promptly and honestly account for and pay over to said mortgagee the proceeds of said sales, or if said mortgagee, his executors, administrators or assigns, at any time before or after the maturity of said promissory notes, shall deem it necessary for his more perfect and complete security, said

mortgagee, his executors, administrators or assigns, may revoke the authority of said mortgagor as said agent, and said agency shall cease forthwith upon notice of such revocation given to him by said mortgagee; and said mortgagee is hereby authorized and empowered to enter any premises of said mortgagor, or such other places as said goods and chattels may be, and take the charge and custody of said mortgaged property and sell and dispose of the same at private sale in the usual course of retail business, or to immediately sell the same at public or private sale, without further notice, hereby granting unto said mortgagee the right to himself become the purchaser thereof at public sale, and out of the proceeds thereof to retain and pay said sums of money, with interest and other proper charges, and to pay the expenses of said sale, including the compensation of any agents that may be employed to sell said goods and chattels in the usual course of retail business, and to pay any and all liens that may be thereon having priority over this mortgage, rendering the overplus, if any, to the mortgagor, his executors, administrators or assigns.

In witness whereof I hereunto set my hand this — day of — A. D. 19—.

Signed and delivered
in presence of

A. B.

E. F.

G. H.

NOTE.

See *Kelly v. Tracy & Avery Co.*, 71 O. S. 220.

No. 370.

AFFIDAVIT OF MORTGAGEE.

(Mortgage to secure payment of money only.)

(Rev. Stats. § 4154.)

STATE OF OHIO, }
— COUNTY. } ss.

—, being first duly sworn according to law, says that he is — (“agent of,” *or*, “attorney for,” *or*) the within named mortgagee; that said mortgagee has a valid claim against the

within named mortgagor amounting to — dollars, (\$—); that said claim is just and unpaid, and that the within mortgage is given in good faith to secure the same.

Sworn to and subscribed before me this — day of —, 19—.

No. 371.

AFFIDAVIT FOR RENEWAL.

(Rev. Stats. § 4155.)

STATE OF OHIO, }
 — County. } ss.

—, being first duly sworn according to law, says that he is — (“ agent of ” or “ attorney for ” or) the within named mortgagee; that by virtue of the within mortgage, said mortgagee has an interest in the property therein described, now amounting to — dollars (\$—), with interest from —, 19—: that said claim is just and unpaid and that said mortgage was taken in good faith, and is still held, to secure the same.

Sworn to and subscribed before me this — day of —, 19—.

NOTE.

See Kelly Co. v. Lobenthal, 15 C. C. 343 (349).

No. 372.

CHATTEL MORTGAGE OF INDEMNITY TO SURETY ON APPEAL BOND.

Know all men by these presents, that I, A. B., of the city of Cleveland, Ohio, the mortgagor, for the consideration of three hundred dollars (\$300.00) received to my full satisfaction of C. D., the mortgagee, do hereby bargain, sell, assign, transfer, convey and set over, unto the said mortgagee, his executors, administrators and assigns, the following described goods and chattels now being in my possession and kept at No. 10 Tenth Street in the city of Cleveland, Ohio, to wit:

One X. Y. gasoline touring car ; type Z.

To have and to hold the same unto the said mortgagee, his executors, administrators and assigns.

The condition of this mortgage is such, that whereas, on the — day of —, A. D., 19—, by the consideration of X. Y., a justice of the peace in and for Cleveland township, Cuyahoga county, Ohio, one L. M. recovered a judgment against the said A. B. for the sum of \$145. and costs taxed at \$5.00, and the said A. B. intends to appeal therefrom to the court of common pleas of said county; and whereas, at the request of the said A. B., the said C. D. became the surety on the appeal bond of said A. B. in said action for the penal sum of \$300.00, which bond is conditioned in substance (1) that the said defendant A. B. will prosecute his appeal to effect and without unnecessary delay, and (2) that if judgment be rendered against the said A. B. on the appeal, he will satisfy such judgment and costs; and whereas, the said C. D. is desirous of being indemnified and saved harmless from loss or damage arising out of his suretyship upon said bond.

Now, if the said mortgagor shall prosecute his appeal to effect, and without unnecessary delay, and pay whatever judgment and costs may be rendered against him on said appeal, and shall keep and save harmless the said C. D. from loss or damage arising out of his having executed said appeal bond as surety, then this mortgage to be void, otherwise to remain in full force and effect. And the said mortgagor hereby covenants and agrees to and with said mortgagee, his executors, administrators and assigns, that he is the true and lawful owner of the above described property, and has good right to sell, convey and incumber the same; and that the same is free from all incumbrances whatsoever.

Said mortgagor further covenants and agrees that he will insure the above described property for the sum of three hundred dollars (\$300.00) and keep the same so insured during the continuance of this mortgage, and if he fails or neglects so to do, said mortgagee may insure the same at the expense of said mortgagor; and in the event of loss, if any, payment shall be made to said mortgagee for the uses and purposes herein mentioned.

Said mortgagor further covenants and agrees to and with

said mortgagee, his executors, administrators and assigns, that if default be made in the payment of any of said sums of money or in the performance of any of the covenants herein contained on the part of said mortgagor to be performed, at the time limited therefor, or if said mortgagee, his executors, administrators or assigns, at any time before said sums of money become due, or before the times limited for the performance of the covenants herein contained on the part of said mortgagor to be performed, shall deem it necessary for his more perfect and complete security, said mortgagee is hereby authorized and empowered to enter any premises of said mortgagor, or such other places as the said goods and chattels may be, and take possession of said mortgaged property, and immediately sell the same at public or private sale, without notice, hereby granting unto said mortgagee the right to himself become the purchaser thereof at public sale, and out of the proceeds thereof, to retain and pay said sums of money, with interest and other proper charges, and to pay the expenses of said sale, including expenses incurred in taking possession and keeping said property, with reasonable attorney's fees, and to pay any and all liens that may be thereon having priority over this mortgage, rendering the overplus, if any, to the mortgagor, his executors, administrators or assigns. Except as hereinbefore provided, said mortgagor shall remain and continue in possession of said goods and chattels and in full enjoyment of the same.

In witness whereof I hereunto set my hand this — day of —, A. D. 19—.

Signed and delivered

in presence of

—,
—,

NOTE.

See Nesbit v. Worts, 37 O. S. 378.

No. 373.**AFFIDAVIT OF MORTGAGEE.**

(Mortgage to indemnify mortgagee as surety.)

(Rev. Stats. § 4154.)

State of Ohio, }
 — County. } ss.

—, being first duly sworn according to law, says that he is — (“agent of” *or* “attorney for” *or*) the within named mortgagee; that on —, 19—, said mortgagee became surety for the within named mortgagor on a certain — executed by — — and that the within mortgage is taken in good faith to indemnify said mortgagee against any loss or damage that said mortgagee may suffer or incur therefrom.

Sworn to and subscribed before me this — day of —, 19—.

No. 374.**AFFIDAVIT FOR RENEWAL.**

(Mortgage to indemnify mortgagee as surety.)

State of Ohio, }
 — County. } ss.

—, being first duly sworn according to law, says that he is — (“agent of” *or* “attorney for” *or*) the within named mortgagee; that, by virtue of the within mortgage, said mortgagee has an interest in the property therein described, now amounting to — dollars (\$—); that the within mortgage was taken in good faith to indemnify said mortgagee as surety as stated in said mortgage and the original affidavit hereon, and is still held in good faith to secure said mortgagee against any loss that may result therefrom.

Sworn to and subscribed before me this — day of —, 19—.

Notary Public.

No. 375.

NOTICE OF SALE UNDER CHATTEL MORTGAGE.

Notice of sale.

By virtue of a chattel mortgage executed and delivered by — to the undersigned on —, 19—, and filed with the county recorder of — County, Ohio, on —, 19—, (and refiled with said county recorder on —, 19—) and on which default has been made, the undersigned will sell the goods and chattels described in said mortgage, to wit:

(description of property.)

at public sale at —, in the City of —, — County, Ohio, on —, —, 19—, at — o'clock — M.

—,
Mortgagee.

—, Ohio, —, 19—.

NOTE.

Where notice is not waived in the mortgage, a reasonable notice must be given. There are no statutory provisions in Ohio regulating the manner or time of giving the notice.

No. 376.

MORTGAGE OF REGISTERED OR ENROLLED VESSEL.

From (names of mortgagors) —, —.

To (names of mortgagees) —, —.

To all to whom these presents shall come, Greeting:

Know ye, that (names of mortgagors) —, —, of the — of —, in the State of —, and — owners of the — or vessel called the —, of the burden of — tons, or thereabouts, of the first part, being justly indebted to (names of mortgagees) —, —, of —, in the State of —, of the second part, in the sum of — dollars upon — —, have for the purpose of securing the payment of the said debt, and the interest thereon, granted, bargained, sold and mortgaged and by these presents do grant, bargain, sell and mortgage unto the said part of the second part, — executors, administrators and assigns, — of said — or vessel, together with — of the

masts, bowsprit, boats, anchors, cables, chains, rigging, tackle, apparel, furniture, and all other necessities thereunto appertaining and belonging. The certificate of the last — of which said — or vessel is in the words and figures following, to wit: "Permanent (or temporary) Register (or Enrollment) No. — Register (or Enrollment). In Conformity to Title "XLVIII" (if registered) (or "L" if enrolled vessel) of the Revised Statutes of the United States.

— having taken and subscribed the — required by law, and having — that he together with —, citizen— of the United States, sole owner— of the ship or vessel called the —, of —, whereof — is at present master, and as he hath — is a citizen of the United States, and that the said ship or vessel was built at — in the year 19—, as appears by —, and — having certified that the said vessel is a — built of —; that she has — deck, — mast, — head, — stern; that her length is — feet, her breadth — feet, her depth — feet, her height — feet, that she measures as follows:

	Tons.	100ths.
Capacity under tonnage decks	_____	_____
Capacity between decks above tonnage deck	_____	_____
Capacity of enclosures on the upper deck, viz:	_____	_____
Gross Tonnage	_____	_____

Deductions under § 4153, Rev. Stats., as amended by Act of Mar. 2, 1895:

Crew Space _____; Master's Cabin _____;
 Steering Gear _____; Anchor Gear _____;
 Boatwain's Stores _____; Chart House _____;
 Storage of Sails _____; Donkey Engine and
 Boiler _____; Propelling Power _____;
 Total Deductions.

Net Tonnage _____

That the following-described spaces, and no others, have been omitted, viz: — that she is a —, has a — head and — stern. And the said — having agreed to the description and

admeasurement above specified, the said ship or vessel has been duly registered (or enrolled) — at the Port of —.

Given under my hand and seal, at the Port of —, in the District of —, this — day of —, in the year one thousand nine hundred and —.

— [SEAL].

Collector of Customs."

—,

Naval Officer.

(Insert signature in case of registered vessel.) —,

Commissioner of Navigation."

To have and to hold the said — or vessel and all the other before-mentioned appurtenances unto — the said — and to — executors, administrators, and assigns, to the sole and only proper use, benefit and behoof of — the said — and to — executors, administrators, and assigns, forever :

Provided always and the condition of these presents is such, that if the said part of the first part, — executors, or administrators, shall pay or cause to be paid, to the said part of the second part, — executors, administrators, or assigns, the debt aforesaid, with the interest thereon, at the time and in the manner following to wit: —, then these presents shall be void and of no effect, subject, however, to the provisions hereinafter contained; and the said part of the first part hereby agree to pay the debt aforesaid, and interest thereon, and to fulfill and perform each and every one of the covenants and conditions herein contained.

But if default be made in such payments, or in any one of such payments, or if default be made in the prompt and faithful performance of any of the covenants herein contained or if the said part of the second part shall at any time deem — in danger of losing said debt, or any part thereof, by delaying the collection thereof until the expiration of the time above limited for the payment thereof, or if said part of the first part shall sell or attempt to sell said property, or any part thereof, or if the same shall be levied upon or taken by virtue of any attachment or execution against said first part — or if said first part — shall remove, or attempt to remove, said vessel beyond the limits of the United States, or if said first part shall suffer and permit said vessel to be run in debt to an amount exceeding in the aggregate

the sum of — dollars, or if said first part shall negligently or willfully permit said property to waste, damage, or destruction, said part — of the second part — hereby authorized to take possession of said goods, chattels and personal property at any time, wherever found, either before or after the expiration of the time aforesaid, and to sell and convey the same, or so much thereof as may be necessary, to satisfy the said debt, interest, and reasonable expenses, after first giving a notice of — days, to be given by publication in some newspaper published in —, and to retain the same out of the proceeds of such sale; the surplus (if any) to belong and to be returned to said part of the first part.

And it is agreed that on such sale the part of the first part, — executors, administrators, or assigns, may become the purchasers.

And the said part of the first part do — further covenant and agree to and with the said part of the second part, — executors, administrators and assigns, that — will immediately procure said — or vessel to be insured against loss or damage by fire, and against all marine risks and disasters, in some good and responsible Insurance Company or Companies, to be selected and approved by the said part of the second part, for an amount at least equal to the amount which shall from time to time remain unpaid upon the said indebtedness and interest thereon, and that he will keep such policy or policies renewed from time to time and keep the same valid at all times for the amount aforesaid; that— he— will do, suffer or permit to be done, no act whereby said insurance would be liable to be vitiated or forfeited, and that— he— will immediately assign and deliver to said second part said policy or policies of insurance, having first duly obtained the proper consent of the Insurance Company or Companies to such assignment, and that he will also promptly deliver to said second part the renewal certificates of said policies as a collateral security for the payment of said indebtedness. And if the said first part shall fail to immediately procure, assign, and deliver such policy or policies as aforesaid, or shall at any time fail to immediately renew the same, and deliver the renewal certificates as aforesaid, the said part of the second part, — executors, administrators or assigns, — hereby authorized to procure said — or vessel to be insured as aforesaid, and to,

keep the policy or policies renewed: and the amount which — ha to pay therefor shall be considered, and is hereby declared to be, an additional indebtedness hereby intended to be secured, and shall be repaid to said part of the second part, — executors, administrators, or assigns, on demand, and shall bear interest at — per cent. from time of such payment until repaid.

And it is hereby provided that it shall be lawful for said first part , — executors and administrators, to retain possession of the property hereby mortgaged, and at — own expense to use and enjoy the same until said indebtedness shall become due, unless said second part should at an earlier date declare this mortgage forfeited for non-performance of any of the covenants herein contained, or by virtue of any authority hereby conferred on said second part—.

In testimony whereof — the said — ha hereunto set — hand— and seal— this — day of —, in the year one thousand nine hundred and —.

Signed, sealed, and delivered
in the presence of

— [SEAL].

State of —, }
— County. } ss.

I, —, a notary public in and for the —, do hereby certify that —, personally known to me as the same person— whose name — subscribed to the annexed instrument of writing, appeared before me this day in person, and acknowledged that — signed, sealed and delivered the said instrument of writing as — free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this — day of —, A. D. 19—.

—,
Notary Public.

NOTE.

A mortgage of an enrolled or registered vessel should be recorded in the office of the collector of customs where such vessel is registered or enrolled. U. S. Rev. Stats., § 4192.

CHATTEL MORTGAGES IN OTHER STATES.

ALABAMA.

Acknowledgment. Not required. See Code of Ala., § 2151.

Affidavit of good faith. Not required.

Filing or recording. Must be recorded in the county in which the mortgagor resides, and also in the county where the property is when the mortgage is executed. If property included in a mortgage is brought into the State, or removed from one county to another, the mortgage must be recorded within three months after removal. Code of Ala., §§ 1000, 1009, 999.

Renewal. Not required.

Form. Use Ohio forms.

ALASKA.

Acknowledgment. Is required, also two witnesses.

Affidavit of good faith. Must be made by all parties.

Filing or recording. Must be filed in the office of the recorder of the precinct where the mortgagor resides and of the precinct where the property is.

Renewal. Is required each year, by filing, within thirty days next preceding the expiration of one year from the filing, a true copy of the mortgage with a verified statement of the interest of the mortgagee in the property at the time the same is renewed.

Possession. If mortgagor is to remain in possession, the mortgage must contain a provision to that effect.

Form. Use Ohio forms with the addition of the following:

No. 377.

AFFIDAVIT OF GOOD FAITH.

State (or Territory) of —, }
County of —. } ss.

A. B., the mortgagor named in the foregoing mortgage, and C. D., the mortgagee named in said mortgage, being duly sworn, each for himself does hereby depose and say that the foregoing mortgage is made in good faith to secure the amount named therein, and without design to hinder, delay, or defraud creditors.

A. B.

C. D.

Sworn to before me and subscribed in my presence this — day of —, A. D. 19—.

Also add certificate of acknowledgment, form No. 11.

For renewal statement use Ohio form.

ARIZONA.

Acknowledgment. Is required.

Affidavit of good faith. Must be made by all the parties.

Filing or recording. The original, or a certified copy, must be filed with the county recorder. If the property is removed to another county, the mortgage must be filed in the recorder's office in such county within one month thereafter.

Renewal. Not required.

Stock of merchandise. Is not the subject of chattel mortgage.

Form. Use Ohio forms and add:

No. 378.

AFFIDAVIT OF GOOD FAITH.

State (or Territory) of —, }
 County of —. } ss.

A. B., the mortgagor named in the foregoing mortgage (or in the mortgage of which the foregoing is a true copy), and C. D., the mortgagee named in said mortgage, being first duly sworn, each for himself does hereby depose and say that the foregoing mortgage is made in good faith and without any design to delay or defraud creditors: (and further, that the foregoing is a true copy of the original mortgage).

A. B.

C. D.

Sworn to before me and subscribed in my presence this — day of —, A. D. 19—.

—,
 —.

(Certificate of acknowledgment, form No. 13.)

ARKANSAS.

Acknowledgment. Is required; also two witnesses.

Affidavit of good faith. Not required.

Filing or recording. Should be recorded in the county of the mortgagor's residence, or, when he is a non-resident, in the county where the chattels are at the time of executing the mortgage. At the option

of the mortgagee, a chattel mortgage may be filed and not recorded. In such case it should be endorsed "This instrument to be filed but not recorded."

Renewal. Not required, except where the mortgage is given to secure a running account, in which case a statement of the balance due must be made at the end of each year.

Form. None is prescribed by statute. Ohio forms may be used with certificate of acknowledgment, form No. 16.

CALIFORNIA.

Acknowledgment. Is required.

Affidavit of good faith. Must be made by all the parties.

Filing or recording. Must be recorded in the county in which the mortgagor resides and also in the county in which the mortgaged property is situated, or to which it may be removed.

Renewal. Not required.

Property subject of chattel mortgage. The following personal property only may be mortgaged: locomotives, engines, and other rolling stock of a railroad; steamboat machinery; the machinery used by machinists, foundry men, and mechanics; steam engines and boilers; mining machinery; printing presses and material; professional libraries; instruments of surveyors, physicians, or dentists; upholstery, furniture, and household goods; oil paintings, pictures, and works of art; all growing crops, including grapes and fruit; vessels of more than five tons burden; instruments, negatives, furniture, and fixtures of a photograph gallery; the machinery, casks, pipes, tubes, and utensils used in the manufacture or storage of wine, fruit brandy, fruit syrups, or sugar; also wines, fruit brandy, fruit syrup, or sugar, with the cooperage in which the same are contained; pianos and organs; iron and steel safes; meat cattle, horses, mules, goats, swine, and sheep, and the increase thereof; harvesters, threshing outfits, wagons, hay presses, and farming implements; abstract system, books, maps, papers, and slips of searchers of records; raisins and dried fruits, cured or in process of being cured. Also all boxes, fruit graders, drying trays and fruit ladders. Also equipments of livery stable; also bees, and beehives, apiaries and apiary stock, including frames, combs, and extractors; also honey at apiaries; also machinery, tanks, stills, agitators, leachers and apparatus used in producing and refining petroleum, asphaltum, fuel oils, lubricating oils and greases; also the bedroom furniture, carpets, tables, stoves, ranges, cooking utensils, and all furniture and equipment usually found in a hotel. Civil Code (1906), § 2955.

No. 379.

STATUTORY FORM

(Prescribed by Civil Code of California, § 2956.)

This mortgage, made the — day of —, in the year 19—, by A. B. of —, mortgagor, to C. D. of —, mortgagee, witnesseth, that the mortgagor mortgages to the mortgagee (description of property), as security for the payment to him of — dollars, on (or before) the — day of —, in the year 19—, with interest thereon (or as security for the payment of an obligation, describing it, etc.).

A. B.

State of —, }
County of —. } ss.

A. B.; the mortgagor named in the foregoing mortgage, and C. D., the mortgagee named in said mortgage, being duly sworn, each for himself doth depose and say, that the aforesaid mortgage is made in good faith and without any design to hinder, delay, or defraud creditors.

A. B.

C. D.

Subscribed and sworn to before me this — day of —, 19—.

—,
Notary Public.

State of —, }
County of —. } ss.

On this — day of —, in the year —, before me (here insert the name and quality of the officer) —, personally appeared —, known to me (or proved to me on the oath of —) to be the person whose name is subscribed to the within instrument and acknowledged to me that he (she or they) executed the same.

—,
Notary Public.

COLORADO.

Acknowledgment. Is required.

Affidavit of good faith. Must be made by the mortgagee, where the sum secured exceeds \$2,500.

Filing or recording. Must be recorded in the county where the

property is situated, except where the mortgage debt does not exceed \$300 and is to mature within six months, the mortgage may be filed with the officer instead of being recorded.

Renewal. Where the debt secured exceeds \$2,500 there must be filed annually in the recorder's office where the mortgage is recorded, a sworn statement of the mortgagee, or one of them, that the mortgage was given in good faith to secure the payment of the money mentioned therein; that said sum of money is still unpaid, or if part has been paid, the sum remaining unpaid. When the mortgage debt does not exceed \$300 payable in one installment and due not more than eighteen months after its execution, its lien may be extended not more than six months by filing a sworn statement by the mortgagee, or his assignee, showing the amount unpaid, that it is still due and that he consents to the extension for some period not exceeding six months. The mortgagee must take possession within 30 days after maturity of the debt.

Property subject of chattel mortgage. Mortgages of household goods used by the family must be executed by both husband and wife. A mortgage on a stock of merchandise is valid if the proceeds are applied on the mortgage debt, but it cannot be made to cover after-acquired property.

Time for which chattel mortgages may be given. Not exceeding two years if the principal of the debt secured is less than \$2,500; not exceeding five years if the principal be between \$2,500 and \$20,000, and not exceeding ten years if the principal exceeds \$20,000.

No. 380.

CHATTEL MORTGAGE, CUSTOMARY FORM.

Know all men by these presents, that A. B. of —, county of —, in the State of —, party of the first part, for and in consideration of the indebtedness hereinafter mentioned, and in the further consideration of five dollars, in hand paid to the said party of the first part by C. D. of —, county of — and State of — aforesaid, party of the second part, receipt whereof is hereby acknowledged, the said party of the first part does hereby transfer, assign and sell unto the said party of the second part, his heirs and assigns, the following personal property, goods and chattels to wit:

(description of chattels.)

To have and to hold the same, and every part thereof, unto the said party of the second part, his heirs and assigns forever. And the said party of the first part, for himself, and his heirs, execu-

tors and administrators, does hereby covenant to and with the said party of the second part, his heirs, executors, administrators and assigns, that at the date hereof the said party of the first part is lawfully possessed of the said property, goods and chattels and every part thereof, as his own property; that the same and every part thereof are free and clear from any incumbrance, and that he will warrant and defend the same to the said party of the second part, his heirs, executors, administrators and assigns against any lawful claim or demand whatsoever.

But the condition of this assignment, transfer and sale of the said property, goods and chattels is such, that whereas, the said party of the first part is justly indebted to the said party of the second part, in the principal sum of — dollars and — cents, evidenced by — promissory note—, of even date herewith, payable to the party of the second part, or order, — days after the date hereof, and bearing interest from —, 19—, at the rate of — per cent. per annum until paid; said interest to be paid — annually: and whereas, the said party of the first part has covenanted and agreed, and does hereby covenant and agree for himself, his heirs, executors and administrators, to and with the said party of the second part, his heirs, executors, administrators and assigns, that he will well and truly pay, or cause to be paid, the said promissory note when the same shall become due and payable, without days of grace, and will also pay the interest thereon when so due and payable as aforesaid; also, that in case of default in the payment of said note, or any part thereof, or any portion of the interest thereon as aforesaid, then at the option of the said party of the second part, his heirs, executors, administrators or assigns, at any time while said default continues, the whole of the said indebtedness shall at once become due and payable, and be promptly paid, anything in said note to the contrary notwithstanding; also, that until said indebtedness, and every part thereof, and all interest as aforesaid, shall be fully paid, the said party of the first part, his heirs, executors or administrators, will not sell or dispose of, or attempt to sell or dispose of, the said property, goods or chattels, or any part thereof; and without the written consent of the said party of the second part, his heirs, executors, administrators or assigns, will not remove or suffer to be removed, the aforesaid property, goods and chattels, or any part thereof, from the premises where the same are now situate, or

from any place to which by such consent the same may hereafter be taken; and also, that until the aforesaid indebtedness shall be fully paid, the said party of the first part, his heirs, executors or administrators, shall keep the said property, goods and chattels, insured against loss by fire, to the extent and for the sum of — dollars and — cents, in some one or more good, safe, and reliable fire insurance company or companies, such as shall be satisfactory to the said party of the second part, his heirs, executors, administrators or assigns, the policy or policies of insurance to be assigned to, and the loss, if any, payable to the said party of the second part, his heirs, executors, administrators or assigns, as his interest may appear.

Now, therefore, if the said party of the first part shall well and truly and promptly pay the aforesaid note when the same shall become due, without days of grace, and shall also well, truly and promptly pay the interest when the same shall become due and payable as aforesaid, and shall also well and truly abide by, keep and perform each and every of the aforesaid covenants and agreements, then these presents to be null and void — except as hereinafter provided — otherwise to remain in full force and effect.

And it is hereby agreed, that until default shall be made by the said party of the first part, his heirs, executors or administrators, in the keeping or performance of some one or more of the conditions, covenants or agreements herein mentioned, the said party of the first part may keep, retain and use the said property, goods and chattels; provided, however, that if default shall be made in the keeping and performance of any one or more of the covenants, conditions or agreements aforesaid, or if at any time before said indebtedness shall be fully paid, the said property, goods and chattels, or any part thereof, shall be claimed, attached or taken, or be about to be claimed, attached or taken, by any third person or persons, or if at any time hereafter, before said indebtedness shall be fully paid, the said party of the second part, his heirs, executors, administrators or assigns, shall feel insecure or unsafe in this security, then, and in any such case, the said party of the second part, his heirs, executors, administrators or assigns, or the agent of them, or either of them, may take immediate and full possession of the aforesaid property, goods and chattels, and any and every part thereof, wherever the same be or may be found, and for that purpose may enter upon or

into any premises, building or enclosure, by and with such force and help as may be deemed necessary therefor, and in so doing shall not be liable to any action or complaint therefor, and may thereafter, whether said note shall have become due and payable or not, proceed to sell the said property, goods and chattels, or any part thereof, at public or private sale, at such time or times, on such terms, for such price or prices, in such manner, and to such person or persons as the said party of the second part, his heirs, executors, administrators or assigns, or either of them, or the agent of them, or either of them, may see fit, and out of the proceeds of such sale or sales pay: first, all costs or expenses in any way, directly or indirectly, growing out of the execution of the provisions hereof, including counsel, attorney's or solicitor's fees and commissions for making sale of said property; 2nd, the amount of said note whether then due and payable or not, and all then accrued interest thereon; 3rd, to the said party of the first part, his heirs, executors or administrators, the remainder of the proceeds of such sale or sales, if any there be, upon reasonable request. But it shall in no case be obligatory upon any person or persons purchasing the said property, goods or chattels, or any part thereof, to see to the regularity of any such sale or sales, or to the application of the purchase money, but such sale or sales shall at all times be fully binding upon the said party of the first part, his heirs, executors, administrators and assigns, both in law and equity.

And it is further provided, that if said property, goods or chattels, or any portion thereof, shall be sold hereunder at public auction, then the said party of the second part, his heirs, executors, administrators or assigns, may become the purchaser or purchasers thereof, the same as any other person or persons; and, further, that the term "assigns," as herein used, shall be taken to include any legal or equitable holder of said note or any of them.

And it is further agreed, that if, in pursuance of the terms hereof, the said party of the second part, his heirs, executors, administrators or assigns, shall exercise the option of holding the said note due on account of any default herein as aforesaid, it shall not be necessary that such option shall be communicated to the said party of the first part, his heirs, executors, administrators or assigns, in order to entitle the said party of the

second part, his heirs, executors, administrators or assigns, or the agent of them, or either of them, to proceed to take possession of and sell said property, goods and chattels, as above herein provided.

In witness whereof, the party of the first part has hereunto set his hand and seal this — day of — A. D. 19—.

Signed, sealed and delivered

in presence of (seal)

.....

.....

State of Colorado, }
County of —. } ss.

This mortgage was acknowledged before me by A. B. this — day of — A. D. 19—. My commission expires —, 19—.

Connecticut.

Acknowledgment. Is required.

Affidavit of good faith. Not required.

Filing or recording. Must be recorded within a reasonable time in the office of the town clerk of the town in which the property is situated.

Renewal. Not required.

Property which may be mortgaged. Machinery, engines or implements, situated and used in any manufacturing or mechanical establishment; presses, types, cases, stereotype plates, or copper plates pertaining to a printing establishment, household furniture used by an owner having a family, hay deposited in a building, tobacco in the leaf, pianos, organs, melodeons or musical instruments used by an orchestra or band; brick, burned or unburned, being in any kiln or brick yard; furniture, fixtures and other personal chattels contained and used in hotels. When movable machinery is mortgaged in connection with real estate it should be particularly described in a schedule annexed.

Form. Use Ohio forms with attestation by two witnesses and certificate of acknowledgment, form No. 27.

DELAWARE.

Acknowledgment. Is required.

Affidavit of good faith. Is required.

Filing or recording. A chattel mortgage must be recorded within ten days after acknowledgment, and after being recorded is a valid lien for five years.

Renewal. Is required every three years, after the first five.

Property subject to. A chattel mortgage on general merchandise does not cover future acquisitions, and such a provision would be void.

Form. Use Ohio forms with addition of certificate of acknowledgment, form Nos. 29, 30 or 31.

DISTRICT OF COLUMBIA.

Deeds of trust, instead of mortgages, are in use in the District of Columbia.

Deeds of trust on property exempt from execution must be signed by the wife of the grantor.

Record is necessary.

See "Mortgages of realty, District of Columbia."

FLORIDA.

Acknowledgment. Is required; also two witnesses.

Affidavit of good faith. Not required.

Filing or recording. Must be recorded within ninety days after execution, in the county where the property is situated.

Renewal. Not required.

Property subject of. A mortgage of a stock of goods permitting the mortgagor to remain in possession and sell in the usual course of business, or at his discretion, is fraudulent and void as to creditors of the mortgagor.

Form. Use Ohio forms with two witnesses and certificate of acknowledgment, form No. 33.

GEORGIA.

Acknowledgment. Is required, also attestation by two witnesses.

Affidavit of good faith. Not required.

Filing or recording. Must be recorded in the county of the mortgagor's residence, and if the property is situated in another county, in that county also.

Renewal. Not required.

Property subject to. A mortgage on a stock of goods in bulk, changing in specifics, is valid, in which case the lien is lost on all articles disposed of previous to foreclosure, and attaches on the purchases made to supply their place.

Form. Use Ohio forms with certificate of acknowledgment, form No. 38.

IDAHO.

Acknowledgment. Is required.

Affidavit of good faith. Must be made by the mortgagor.

Filing or recording. Must be recorded in the county where the mortgaged property is situated.

Renewal. Not required.

Form. Mortgage must state the residence of the mortgagor and mortgagee, the sum secured thereby, the rate of interest, and the time when and place where payable. Use Ohio forms, adding the residences of mortgagor and mortgagee, and including a full description of the debt to comply with the above requirements, and add certificate of acknowledgment, form No. 41.

ILLINOIS.

Acknowledgment. Is required. When by residents of Illinois, the justice taking the same must enter a memorandum thereof on his docket.

Affidavit of good faith. Not required, except for renewal.

Filing or recording. Must be filed for record with the recorder of the county in which the mortgagor resides when the mortgage is executed, or, in case of a non-resident of the State, then in the county where the property is situated.

Renewal. Is required within thirty days next preceding the maturity of the debt or obligation or next preceding the expiration of three years, if it matures later than three years. Renewal is by affidavit of mortgagor and mortgagee, or their agents or attorneys, stating particularly the interest the mortgagee has in the mortgaged property by virtue of the mortgage, the amount remaining unpaid, and the time when the same will become due by extension or otherwise. The affidavit must be filed with the recorder and recorded. This will extend the lien of the mortgage until maturity of the debt but not exceeding one year. When the mortgagor is a resident a certified copy of such affidavit must be filed with the justice before whom the acknowledgment was made.

Form. Notes secured by chattel mortgages must state on their face that they are so secured, otherwise the mortgages are void, and such notes in the hands of an assignee are subject to all defenses existing between the original parties.

No. 381.**CHATTEL MORTGAGE, CUSTOMARY FORM.**

Know all men by these presents, that — of the town of —, in the county of — and State of — in consideration

of the sum of — dollars to — paid by — of the county of — and State of —, the receipt whereof is hereby acknowledged, do — hereby grant, sell, convey and confirm, unto the said —, and to — heirs and assigns, the following goods and chattels, to wit: (description of property.)

To have and to hold all and singular the said goods and chattels, unto the said mortgagee — herein and — heirs, executors, administrators and assigns to — and their sole use, forever. And the mortgagor herein, for — and for — heirs, executors, and administrators, do — hereby covenant to and with the said mortgagee —, — heirs, executors, administrators and assigns, that said mortgagor — lawfully possessed of the said goods and chattels, as of — own property; that the same are free from all encumbrances, and that — will, and — executors, and administrators shall, warrant and defend the same to — the said mortgagee —, — heirs, executors, administrators and assigns, against the lawful claims and demands of all persons.

Provided nevertheless, that if the said mortgagor —, — executors or administrators, shall well and truly pay unto said mortgagee —, — executors, administrators or assigns, —

then this mortgage is to be void, otherwise to remain in full force and effect.

And provided also, that it shall be lawful for the said mortgagor, — executors, administrators and assigns, to retain possession of the said goods and chattels, and at — own expense to keep and use the same until said mortgagor or his executors, administrators or assigns, shall make default in the payment of the said sum of money above specified, either in principal or interest, at the time or times, and in the manner hereinbefore stated. And the said mortgagor do— hereby covenant and agree that in case default shall be made in the payment of the note — aforesaid, or of any part thereof, or the interest thereon, on the day or days respectively on which the same shall become due and payable; or if the mortgagee, — executors, administrators or assigns, shall feel insecure or unsafe, or shall fear diminution, removal or waste of said property; or if the mortgagor — shall sell or assign, or attempt to sell or assign, the said goods and chattels, or any interest

therein; or if any writ or any distress warrant shall be levied on said goods and chattels, or any part thereof; then and in any or either of the aforesaid cases, all of said note — and sum of money, both principal and interest, shall at the option of the said mortgagee —, — executors, administrators or assigns, without notice of said option to any one, become at once due and payable and the said mortgagee —, — executors administrators or assigns, or any of them, shall thereupon have the right to take immediate possession of said property, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the mortgagor —, with or without force or process of law, wherever the said goods and chattels may be, or be supposed to be, and search for the same and if found to take possession of, and remove and sell and dispose of the said property, or any part thereof, at public auction to the highest bidder after giving — days' notice of the time, place and terms of sale, together with a description of the property to be sold, by notices posted up in three public places in the vicinity of such sale or at private sale, with or without notice, for cash or on credit, as the said mortgagee —, — heirs, executors, administrators or assigns, agents or attorneys, or any of them, may elect; and out of the money arising from such sale, to retain all costs and charges for pursuing, searching for, taking, removing, keeping, storing, advertising, and selling such goods and chattels, and all prior liens thereon, together with the amount due and unpaid upon said note, rendering the surplus, if any remain, unto said mortgagor or — legal representatives.

Witness the hand and seal of the said mortgagor —. this — day of — in the year of our Lord one thousand nine hundred —.

Sealed and delivered in
the presence of.

— [SEAL]

— [SEAL]

—
—

State of —, }
 County of —. } ss.

I, —, a justice of the peace in the town of —, in and for said county, do hereby certify that this mortgage was duly acknowledged before me by the above named —, the mortgagor therein named, (and entered by me) this — day of — A. D. 19—.

Witness my hand and seal.

— [SEAL]

Justice of the Peace.

State of —, }
 County of —. } ss.

—, of said — county, being duly sworn, deposes and says: that — the lawful owner — of the goods and chattels described in the within chattel mortgage to which this is attached, and made a part thereof; and that said goods and chattels are free and clear of all liens or incumbrances, except the said mortgage to which this paper is attached. And that there are no judgments or executions against — the said — that affect the title of said goods and chattels named in said mortgage — — —.

— [SEAL]

Subscribed and sworn to before me this — day of —, 19—.

—
 —

No. 382.

AFFIDAVIT FOR RENEWAL.

State of —, }
 County of —. } ss.

A. B., the mortgagor named in the certain chattel mortgage dated —, 19—, (acknowledged before —, a justice of the peace in and for said county) and recorded in the office of the recorder of said county on the — day of —, 19—, in book —, page —, of records of said county: and C. D., the mortgagee named in said mortgage, being duly sworn, each for himself, does depose and say that the debt secured by said mortgage will, by the terms thereof, mature on the — day of —, 19—, and that said C. D., mortgagee, by virtue of said chattel mortgage, has an interest in the property therein described: that there is now due and unpaid upon the debt secured

by said mortgage the sum of — dollars and — cents, and that the same will become due by extension of time, agreed upon by said mortgagor and mortgagee, as follows:

(Describe particularly the notes, with dates, amounts, rate of interest, and date of maturity of each, as, one note dated —, 19—, for \$—, with interest at — per cent. due —, 19—, etc.)

Affiants further say that said mortgagee has an interest in the property described in said chattel mortgage to the extent of the payment of said sum (or sums) of money.

That this affidavit is made for the purpose of extending the time of payment of said debt, and the lien of said chattel mortgage.

Said chattel mortgage is hereby extended by agreement between said mortgagor and mortgagee to the — day of —, 19—.

A. B.

C. D.

Subscribed and sworn to before me this — day of — 19—, and I certify that I am authorized by the laws of the State of — (Ohio, or State where oath taken) to administer oaths.

[SEAL]

—,
Notary Public.

INDIAN TERRITORY.

Acknowledgment. Is required.

Affidavit of good faith. Not required, except for renewal.

Filing or recording. Must be either filed or recorded in the office of the Clerk of the United States District Court of the district in which the mortgagor resides, or if a non-resident, then of the district in which the property is situate. If the mortgagee desires to file the mortgage, but not to record it, the mortgage should be endorsed "This instrument to be filed, but not recorded."

Renewal. Is required when not recorded. Mortgagee, or his agent, must file an affidavit showing the interest the mortgagee has in the mortgaged property, and the amount due on it. The affidavit must be filed within thirty days next preceding the end of the year.

Form. Use Ohio forms and add certificate of acknowledgment, form No. 16.

No. 383.

AFFIDAVIT FOR RENEWAL.

State (or Territory) of —. }
 County of —. } ss.

C. D., being first duly sworn according to law, deposes and says that he is the mortgagee named in a certain chattel mortgage executed and delivered to him by A. B., dated —, 19—, and filed in the office of the Clerk of the District Court of the United States for the — District of Indian Territory, on the — day of —, 19—; that, by virtue of said mortgage, said C. D., mortgagee, has an interest in the property therein described, now amounting to — dollars (\$—), that the amount now due thereon is — dollars (\$—), with interest from —, 19—.

C. D.

Sworn to before me and subscribed in my presence by the said C. D. this — day of — A. D. 19—

—,
 —.

INDIANA.

Acknowledgment. Is required.

Affidavit of good faith. Is not required.

Filing or recording. Must be recorded within ten days after execution in the office of the recorder of the county in which the mortgagor resides, or in the case of a non-resident mortgagor, of the county in which the property is situate.

Renewal. Is not required.

Form. Use Ohio forms and add certificate of acknowledgment, form No. 49.

IOWA.

Acknowledgment. Is required.

Affidavit of good faith. Not required.

Filing or recording. Must be recorded immediately in the office of the recorder of the county in which the holder of the property resides.

Renewal. Not required.

Property subject of. Mortgages of exempt property must be executed by both husband and wife. A chattel mortgage on a stock of merchandise containing a provision that it shall be a lien on all future acquisitions to the stock is valid.

Form. Use Ohio forms with certificate of acknowledgment, form No. 51.

KANSAS.

Acknowledgment. Not required.

Affidavit of good faith. Required only for renewal.

Filing or recording. The mortgage, or a true copy, must be deposited in the office of the register of deeds of the county in which the mortgagor resides, or if he is a non-resident of the State, then of the county in which the property is situate at the time.

Renewal. Is required within thirty days next preceding the expiration of two years after the filing. Renewal is by affidavit of the mortgagee, his agent or attorney, exhibiting the interest in the property at that time and the amount yet due thereon. Such affidavit may be filed at any time thereafter unless the rights or claims of third persons have intervened. Such affidavit must be attached to and filed with the instrument or copy on file to which it relates.

Property subject to. A chattel mortgage of exempt property must be signed by both husband and wife.

Form. Use Ohio forms.

No. 384.**AFFIDAVIT FOR RENEWAL.**

State of —, }
County of —. } ss.

C. D., being first duly sworn according to law, says that he is — (“agent of” or “attorney for” or) the within named mortgagee; that by virtue of the within mortgage said mortgagee has an interest in the property therein described amounting to — dollars (\$—): that the amount yet due thereon is — dollars (\$—) with interest from —, 19—.

C. D.

Sworn to before me by the said C. D. and by him subscribed in my presence this — day of —, 19—.

—,
—.

KENTUCKY.

Acknowledgment. Is required.

Affidavit of good faith. Not required.

Filing or recording. Must be recorded in the county of the mortgagor's residence. It is not legally lodged for record until the tax of fifty cents on each instrument is paid to the clerk.

Renewal. Not required.

Property subject to. A mortgage of a stock in trade is good as

against all persons as to existing stock and good as between the parties as to future additions, if recorded properly.

Forms. Use Ohio forms with addition of a certificate of acknowledgment, form No. 58.

LOUISIANA.

Chattel mortgages are unknown to the laws of this State.

MAINE.

Acknowledgment. Required.

Affidavit of good faith. Not required.

Filing or recording. Must be recorded in the town clerk's office where the mortgagor resides, or, if a non-resident, then where the property is situated when the mortgage is executed; or, if a corporation, where its place of business is.

Renewal. Not required.

Form. Use Ohio forms with certificate of acknowledgment, form No. 61.

MARYLAND.

Acknowledgment. Required; also one witness.

Affidavit of good faith. An affidavit of consideration is required.

Filing or recording. Must be recorded within twenty days from date in the county or city where the mortgagor resides.

Renewal. Not required.

No. 385.

CHATTEL MORTGAGE, CUSTOMARY FORM.

I, A. B. of the — of —, County of —, in the State of Maryland, being now indebted to C. D., of —, County of —, State of —, in the sum of — dollars, with interest from —, in consideration thereof do hereby bargain and sell to the said C. D., the following property:

(description of chattels.)

Provided that if I, the said A. B., shall pay to the said C. D. the said sum of — dollars, on or before the — day of —, 19—, and the legal interest thereon in the meantime, then these presents shall be void.

Provided, that until default of payment the said A. B. shall possess the property hereby mortgaged.

Provided, also, that in default of payment of either principal or interest as aforesaid, the said C. D. may take possession of and sell the above mortgaged property in the following manner; at public auction for cash, after having given at least — days' notice of the time, place and terms of said sale by advertisement inserted in some newspaper, published in —.

Witness — hand — and seal this — day of — in the year one thousand nine hundred and —.

Test:

—[SEAL]

No. 386.

CERTIFICATE OF ACKNOWLEDGMENT, AND AFFIDAVIT OF CONSIDERATION.

State of Maryland, —, to wit:

I hereby certify, that on this — day of — in the year one thousand nine hundred and —, before me, the subscriber, a — of the State of Maryland, in and for the — aforesaid, personally appeared A. B. and acknowledged the foregoing mortgage to be his act; and now, at the same time, before me also personally appeared C. D. the within named mortgagee, and made oath in due form of law that the consideration set forth in the above mortgage is true and bona fide, as therein set forth. And did also make oath in due form of law (or did solemnly and truly declare and affirm) that the mortgagee has not required the mortgagor, his agent or attorney, or any person for the said mortgagor, to pay the tax levied upon the interest covenanted to be paid in advance, nor will he require any tax levied thereon to be paid by the mortgagor, or any person for him during the existence of this mortgage.

MASSACHUSETTS.

Acknowledgment. Is required.

Affidavit of good faith. Not required.

Filing or recording. Must be recorded both in the city or town where the mortgagor resides when the mortgage is made, and in the city or town in which he then principally transacts his business, or follows his trade or calling, or, if he resides out of the State and the mortgage is of property within the State, in the city or town where the property then is. Such record must be within fifteen days of the

date written in the mortgage, but if to be recorded in two places the second record must be within ten days of the first.

Renewal. Not required.

Form. Use Ohio forms and add certificate of acknowledgment, form No. 66.

MICHIGAN.

Acknowledgment. Not required.

Affidavit of good faith. Is required to be made by the mortgagor or some person for him having knowledge of the facts.

Filing or recording. The mortgage or a copy must be filed in the clerk's office of the township or city in which the mortgagor resides, or in the case of a non-resident mortgagor, of the township or city where the property is.

Renewal. Must be renewed by affidavit of the mortgagee, or in his behalf, annexed to the mortgage or copy on file, within thirty days next preceding the expiration of one year from the date of filing, stating the interest of the mortgagee in the mortgaged property. This must be done each year.

No. 387.

CHATTEL MORTGAGE, CUSTOMARY FORM.

Know all men by these presents, that A. B., of —, of the first part, being justly indebted unto C. D. of —, party of the second part, in the sum of — dollars, has, for the purpose of securing payment of said debt, and the interest thereof, granted, bargained, sold and mortgaged, and by these presents does grant, bargain, sell and mortgage unto the said party of the second part the following goods, chattels and personal property, to wit:

(description of chattels.)

which said above described goods, chattels and property at the date hereof are situate — in the — of —, — County, Michigan, and are free and clear from all liens, conveyances, incumbrances and levies, and for a valuable consideration I hereby warrant the above representations to be true.

To have and to hold the same forever. Provided, always, and the condition of these presents is such, that if the said party of the first part shall pay or cause to be paid to the said party of the second part the said sum of — dollars, being the debt aforesaid, with — interest according to the terms of the certain promissory note bearing even date herewith, executed by

said A. B. to said party of the second part, and to which this mortgage is collateral security, then this mortgage and said promissory note shall be void and of no effect. And I the said party of the first part agree to pay the same accordingly. But if default be made in such payment, the said party of the second part is hereby authorized to and shall sell at public auction, after the like notice as is required by law for constables' sales, the goods, chattels and personal property hereinbefore mentioned, or so much thereof as may be necessary to satisfy the said debt, interest and reasonable expenses, and to retain the same out of the proceeds of such sale, the overplus or residue, if any, to belong and to be returned to A. B. And the said party of the second part is hereby authorized, at any time when he shall deem himself insecured, or if the said party of the first part shall sell, assign or dispose of, or attempt to sell, assign or dispose of, the whole or any part of the said goods and chattels, or remove or attempt to remove the whole or any part thereof from the said — without the written assent of the party of the second part, then and from thenceforth it shall and may be lawful for the said party of the second part, his executors, administrators or assigns, or his, her or their authorized agents, to enter upon the premises of the said party of the first part, or any place or places where the said goods and chattels, or any part thereof, may be, and take possession thereof, and the same retain in some convenient place, at the risk and expense of the said party of the first part until the said sum of money shall become due as aforesaid, and then to dispose of the same in the manner above specified.

In witness whereof, the said party of the first part has hereunto set his hand and seal the — day of —, A. D. 19.

Signed, sealed and delivered
in the presence of

— [SEAL]
— [SEAL]

No. 388.

AFFIDAVIT OF GOOD FAITH.

State of Michigan, }
 County of ———. } ss.

— being duly sworn deposes and says that he ("is," or "is one of the," or "makes this affidavit for") the mortgagor named in the annexed chattel mortgage, that he has knowledge of the facts and that the consideration of said instrument was actual and adequate and that the same was given in good faith for the purposes therein set forth.

Subscribed and sworn to before me this
 — day of —, 19—.

Notary Public, — County —.

My commission expires —, 19—.

No. 389.

AFFIDAVIT FOR RENEWAL.

State of —, }
 County of —. } ss.

C. D., the mortgagee named in the annexed chattel mortgage, being first duly sworn according to law, deposes and says that by virtue of the annexed chattel mortgage said mortgagee has an interest in the property therein described, now amounting to — dollars(\$—), and that said amount is just and unpaid.

C. D.

Sworn to before me by said C. D. and by him subscribed in my presence this — day of — 19—.

_____,
 Notary Public.

MINNESOTA.

Acknowledgment. Is required, also attestation by two witnesses.

Affidavit of good faith. Not required.

Filing or recording. Must be filed in the office of the clerk or recorder of the town, city or village where the property is situated at the time of the execution of the mortgage, and a copy filed in the town or city where the mortgagor resides.

Renewal. Not required but is a lien for six years only, unless the

whole debt is not then due, in which case the lien continues two years after maturity.

Property subject of. Both husband and wife must join in mortgages of family pictures, books, musical instruments, wearing apparel, household furniture, sewing machine and typewriter.

Form. Use Ohio forms with attestation by two witnesses and certificate of acknowledgment, form No. 74.

MISSISSIPPI.

Acknowledgment. Is required.

Affidavit of good faith. Not required.

Filing or recording. Must be recorded in the office of the clerk of the Chancery Court for the county wherein the property is. If the mortgaged property is removed to a different county, the mortgagee may protect himself by recording in the latter county within twelve months of such removal.

Renewal. Not required.

Property subject of. A mortgage on a stock of goods, the mortgagor remaining in possession and continuing business, is void. But a valid mortgage may be made on chattels to be acquired in the future, by proper express provisions.

Form. Use Ohio forms with certificate of acknowledgment, form No. 77.

MISSOURI.

Acknowledgment. Is required.

Affidavit of good faith. Not required.

Filing or recording. Must be recorded in the office of the recorder of deeds of the county where the grantor resides, or if a non-resident, then of the county where the mortgaged property was situated at the time the mortgage was executed.

Renewal. Not required.

Property subject of. A mortgage on a stock in trade, which is to remain in the possession of the mortgagor and be dealt with by him, is fraudulent and void as to creditors and subsequent purchasers.

Form. Use Ohio forms with certificate of acknowledgment, form No. 79.

MONTANA.

Acknowledgment. Is required.

Affidavit of good faith. Is required to be made by all the parties to the mortgage. If any party is absent, the affidavit may be made by his agent or attorney.

Filing or recording. Must be filed, together with the affidavit of good faith, in the office of the county recorder of the county where

the mortgagor resides; or, if a non-resident of the State, then in the office of the county recorder of the county where the mortgaged property may be at the time of the execution of the mortgage.

Renewal. Is required. The lien of the original mortgage continues until maturity of the debt or obligation secured, and for sixty days thereafter; but the entire period of time must not exceed one year and sixty days. Renewal is by affidavit of the mortgagee, and the mortgage may be renewed at the end of each year thereafter until the debt is fully paid.

No. 390.

CHATTEL MORTGAGE, CUSTOMARY FORM.

This mortgage, made the — day of —, A. D. 19—, by A. B., of — in the county of — in the State of Montana. mortgagor, to C. D., of — in the State aforesaid, mortgagee.

Witnesseth, that the mortgagor mortgages to the mortgagee the following described personal property: to wit:

(description of property.)

which such property is now in the — in the county of — and State aforesaid, as security for the payment to the said C. D. of — dollars, on the — day of —, 19—, according to the terms of a promissory note which is in words and figures following, to wit:

(copy of note.)

And this mortgage shall be void if such payment is made. But in case default be made in the payment of the principal or interest as provided in said promissory note, the said mortgagee, his executors, administrators and assigns are, or the sheriff of any county in which the above described property or any part thereof may be, is, hereby empowered and authorized to sell the said goods and chattels, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law; and out of the money arising from such sale to retain the said principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said mortgagor, his heirs or assigns. In case the said power of sale shall be executed by a sheriff, as above authorized, then such sale shall be

advertised by such sheriff, by posting notices in three public places in said county at least five days prior to such sale, and such sale may be either public or private.

It is further provided, that the said mortgagor, his heirs or assigns, shall have the right to remain in possession of and carefully use all of the above described property until default be made herein by said mortgagor; provided expressly, however, that if default be made in the payment of the principal or interest as provided in said promissory note, or if prior to the maturity of said indebtedness, said described property, or any part thereof, shall be attached, seized or levied upon by or at the instance of any creditor or creditors of said mortgagor or claimed by any other person or persons, or if the said mortgagor, or any other person or persons, shall remove or attempt to remove said property, or any part thereof, from the said county of —— or shall conceal, make way with, sell, or in any manner dispose of said described property, or any part thereof, or shall attempt so to do, or if the said mortgagee shall at any time consider the possession of said property, or any part thereof, essential to the security of the payment of said promissory note, then and in such events, or either of such events, the said mortgagee, his agent or attorney, executors, administrators or assigns, or such sheriff, shall have the right to the immediate possession of said described property, and the whole or any part thereof, and shall have the right at his option to take and recover such possession from any person or persons having or claiming the same, with or without suit or process, and for that purpose may enter upon any premises where said property, or any part thereof, may be found, and may at his option regard the debt secured by this mortgage due, and may thereupon proceed and sell such property as above provided and apply the proceeds of sale to the satisfaction of said debt as above provided.

The exhibition of this mortgage, or any part thereof, shall be sufficient proof that any person claiming to act for the mortgagee is duly made, constituted and appointed agent or attorney, as the case may be, to do whatever is herein authorized to be done by or on behalf of the mortgagee, his executors, administrators or assigns.

In witness whereof, the said mortgagor has hereunto set his

and seal the day and year in this instrument first above written.

A. B. [SEAL]

(Certificate of acknowledgment, form No. 82.)

No. 391.

AFFIDAVIT OF GOOD FAITH.

State of Montana, }
 County of ———. } ss.

A. B. and C. D., the parties to the foregoing mortgage of personal property, being severally duly sworn, each for himself says: that the said mortgage is made in good faith, to secure the amount named therein, and without any design to hinder, delay or defraud creditors.

A. B.

C. D.

Subscribed and sworn to before me this — day of — 19—.

Notary Public in and for —
 County, State of Montana.

My commission expires — 19—.

No. 392.

AFFIDAVIT FOR RENEWAL.

State of ———, }
 County of ———. } ss.

C. D. being duly sworn, deposes and says:

I. That he is the mortgagee named in a certain chattel mortgage made and executed by A. B. the mortgagor therein named.

II. That said mortgage bears date upon the — day of —, A. D. 19—, and that the same was filed of record in the office of the county recorder of the county of — and State of Montana, upon the — day of —, A. D. 19—.

III. That the amount of the debt or obligation secured by said chattel mortgage is the sum of — dollars, and that there is now justly owing upon said debt or obligation the sum of — dollars.

IV. That the said mortgage is hereby renewed and extended to the — day of —, 19—.

V. That said debt or obligation was neither made nor renewed nor extended to hinder, delay or defraud the creditors or subsequent incumbrancers of the mortgagor.

C. D.

Subscribed and sworn to before me, this — day of —, A. D. 19—.

Notary Public in and for — County.

NEBRASKA.

Acknowledgment. Not required except when mortgage covers household goods, in which case it must be signed, witnessed and acknowledged by both husband and wife.

Affidavit of good faith. Not required.

Filing or recording. Must be filed in the office of the county clerk of the county where the mortgagor resides, or in case he is a non-resident, of the county where the mortgaged property is situated.

Renewal. Not required, but a mortgage ceases to be a lien after five years from the date of filing.

Property subject of. A chattel mortgage with possession and power of sale in the mortgagor is void against other creditors and subsequent purchasers.

Form. Not prescribed by statute.

No. 393.

CUSTOMARY FORM.

Know all men by these presents, that I, A. B., of the county of — and State of —, party of the first part, in consideration of the sum of — dollars, to me in hand paid by C. D., of — Nebraska, party of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant and convey unto the said party of the second part, his executors, administrators or assigns, the following goods, chattels, and property to wit:

(description of property.)

The above described chattels are now in my possession, are owned by me and free from all incumbrances in all respects.

To have and to hold the same forever and I, the said party

of the first part, will forever warrant and defend the same against all persons whomsoever; upon condition however, that if the said A. B. shall pay to the said C. D. or his executors, administrators or assigns his certain promissory notes dated — 19— and described as follows, to wit: one for — dollars, payable — 19—; one for — dollars, payable — 19—; one for — dollars, payable — 19—; and one for — dollars, payable — 19—; with interest at the rate of — per cent. per annum from — according to the tenor thereof, then these presents to be void, otherwise in full force.

And I, the said A. B., do hereby covenant and agree to and with the said C. D. that in case of default made in the payment of the above mentioned promissory notes, or in case of my attempting to dispose of or remove from said county of —, the aforesaid goods and chattels, or any part thereof, or if at any time the said mortgagee, or his executors, administrators or assigns, should feel unsafe or insecure then and in that case it shall be lawful for the said mortgagee or his assigns, by himself or agent, to take immediate possession of said goods and chattels, wherever found, the possession of these presents being his sufficient authority therefor, and to sell the same at public auction, or so much thereof as shall be sufficient to pay the amount due, or to become due, as the case may be, with all reasonable costs pertaining to the taking, keeping, advertising and selling of said property, together with the sum of \$— as liquidated damages for non-fulfillment of contract, the money remaining after paying said sums, if any, to be paid on demand to said party of the first part.

Said sale to take place in —, in the county of — and State of — after giving at least twenty days notice of such sale by advertisement published in some newspaper printed in the county in which such sale is to take place or in case no newspapers are printed therein, by posting up notices in at least five public places in said county, two of which shall be in the precinct where the mortgaged property is to be offered for sale.

Witness my hand and seal this — day of —, 19—.

Witness,

—,

— (L. S.)

The State of Nebraska, }
 County of —, } ss.

I, — a notary public within and for said county, hereby certify that the foregoing is a true copy of a chattel mortgage this day executed between the within named parties.

Witness my hand and notarial seal this — day of —,
 19—, —,
 Notary Public.

No. 394.

RELEASE OF CHATTEL MORTGAGE.

The State of Nebraska, }
 County of —, } ss.

Know all men by these presents: that the conditions of this chattel mortgage from — to —, made to secure the payment of a note for \$—, dated —, 19—, have been fully complied with and — hereby release and discharge the same, and authorize —, county clerk of — county, State of Nebraska, for — and in — name to release said mortgage on the index.

Witness my hand this — day of — A. D. 19—.

Acknowledged before me this — day of — A. D. 19—.
 —, Notary public.

NEVADA.

Acknowledgment. Is required.

Affidavit of good faith. Is required to be made by all parties to the mortgage, or some person in their behalf.

Filing or recording. Must be recorded in the office of the county recorder of the county where the property is situated, and also in the county where the mortgagor resides.

Renewal. Not required.

Property subject of. A chattel mortgage on a growing crop may be executed as well before as after the crop is planted, and when executed before planting, it must be expressed in the mortgage that it is the intention of the parties that the same shall take effect upon the crops when planted. No chattel mortgage can be given or be valid for less than one hundred dollars.

Form. Use Ohio forms with certificate of acknowledgment, form No. 87.

No. 395.

AFFIDAVIT OF GOOD FAITH.

State of —, }
 County of —. }

A. B., the mortgagor named in the foregoing chattel mortgage, and C. D., the mortgagee named in said mortgage, being first duly sworn according to law, each for himself does depose and say, that said mortgage is made in good faith, and is given for the sum of — dollars (\$—) actually owing by said mortgagor to said mortgagee, (state character of debt) —; and that the same is not made or received with intent to hinder, delay or defraud any creditor of said mortgagor.

A. B.

C. D.

Sworn to before me by said A. B. and C. D. and by them subscribed in my presence this — day of —, A. D. 19—.

—
 —

NEW HAMPSHIRE.

Acknowledgment. Not required.

Affidavit of good faith. Must be made by both mortgagor and mortgagee.

Filing or recording. Must be recorded in the office of the clerk of the town where the mortgagor lives at the time of making the mortgage, or if he is a non-resident of the State, then of the town where the property is located.

Renewal. Not required.

No. 396.

CHATTEL MORTGAGE, CUSTOMARY FORM.

Know all men by these presents, that I, A. B. of —, in consideration of — dollars (\$—) to me paid by C. D. of —, the receipt whereof I do hereby acknowledge, have granted, bargained and sold, and do by these presents grant, bargain and sell unto the said C. D., all goods, chattels, wares, effects, and merchandise (description of chattels).

To have and to hold the same unto the said grantee, his executors, administrators and assigns forever. Provided, nevertheless, that if I, A. B., or my executors, administrators, or

assigns, shall pay or cause to be paid unto the said C. D., his executors or administrators, the sum of —, then these presents shall be void. And I have put the said grantee in full possession of said property, by delivering to him this deed in the name of the whole.

And it is agreed by the parties that, until default of performance of said condition, it shall be lawful for said property to remain in possession of said grantor, liable, however, to be taken and removed by said grantee, as well before as after such default; and for that purpose said grantee, his executors, administrators or assigns, may forcibly, and without judgment of law, enter into the dwelling house of said grantor, or wherever said property may be situated, and remove the same at pleasure.

In witness whereof I have hereunto set my hand and seal this — day of — in the year of our Lord 19—.

Signed, sealed and delivered

in presence of us:

—
A. B.

—
[SEAL]

No. 397.

AFFIDAVIT OF GOOD FAITH.

We severally swear that the foregoing mortgage is made for the purpose of securing the debt specified in the condition thereof, and for no other purpose whatever, and that said debt was not created for the purpose of enabling the mortgagor to execute said mortgage, but is a just debt, honestly due and owing from the mortgagor to the mortgagee. So help me God.

(signed)

A. B.

C. D.

State of New Hampshire, — County, ss. —, 19—,

Personally appeared the above named A. B. and C. D., and severally took and subscribed the foregoing oath.—Before me:

—,
Notary Public.

NEW JERSEY.

Acknowledgment. Is required.

Affidavit of good faith. Must be made by the holder of the mortgage, or his agent or attorney.

Filing or recording. Must be recorded in the office of the clerk

(or register, if any) of the county where the mortgagor resides, or, if a non-resident of the State, then of the county where the chattels are at the time of its execution.

Renewal. Not required.

Property subject of. A mortgage on a stock of merchandise does not cover after-acquired property without an express agreement to that effect; but, in the absence of fraud, such an agreement is valid. A mortgage of household goods, unless given for the purchase price, must be signed by both husband and wife.

No. 398.

CHATTEL MORTGAGE, CUSTOMARY FORM.

Know all men by these presents, that I, A. B., of the — of — in the county of — and State of —, party of the first part, for securing the payment of the money herein mentioned, and in the consideration of the sum of one dollar to me duly paid by C. D. of the — of — county of — and State of —, party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do bargain and sell unto the said party of the second part, his executors, administrators and assigns, all the goods and chattels mentioned in the schedule hereunto annexed and now in

(location of chattels) :

To have and to hold all and singular the said goods and chattels above bargained and sold, or intended so to be, unto the said party of the second part, his executors, administrators and assigns, forever. And I the said party of the first part, for myself and my heirs, executors and administrators, all and singular the said goods and chattels above bargained and sold unto the said party of the second part, his executors, administrators, and assigns, against me, the said party of the first part, and against all and every person and persons whomsoever, shall and will warrant and forever defend.

Upon condition, that if I, the said party of the first part, shall and do well and truly pay unto the said party of the second part, his executors, administrators and assigns

(description of note or obligation)

then these presents shall be void, and I, the said party of the first

part, for myself and my heirs, executors, administrators and assigns, do covenant and agree to and with the said party of the second part, his executors, administrators and assigns, that in case default shall be made in the payment of the said sum above mentioned, or in case the said party of the first part shall, at any time before the day of payment herein provided for, remove the said goods and chattels, or any of them, or permit or suffer any attachment or other process against property to be issued against me, or permit or suffer any judgment to be entered up against me, then the said sum of money herein mentioned shall become instantly due and payable, and then it shall and may be lawful for, and I the said party of the first part do hereby authorize and empower the said party of the second part, his executors, administrators and assigns, with the aid and assistance of any person or persons, to enter my dwelling-house, store and other premises, and such other place or places whatsoever, in which the said goods and chattels, or any of them, are or may be placed, and take and carry away the said goods and chattels, and to sell and dispose of the same for the best price they can obtain; and out of the money arising therefrom, to retain and pay the said sum above mentioned, and all charges touching the same, rendering the overplus (if any) unto me, the said party of the first part, my heirs, executors, administrators or assigns.

In witness whereof, I, the said party of the first part, have hereunto set my hand and seal the — day of — in the year of our Lord one thousand nine hundred and —.

Signed, sealed and delivered

in the presence of

A. B. [SEAL]

—
—

Certificate of acknowledgment, page 76.

No. 399.

AFFIDAVIT OF GOOD FAITH.

State of —, }
County of —. } ss.

C. D., the mortgagee in the foregoing mortgage named, being duly sworn on his oath says that the true consideration of the

said mortgage is as follows, viz: (state consideration): the deponent further says that there is due on said mortgage the sum of — dollars besides lawful interest thereon from the — day of — 19—.

C. D.

Sworn and subscribed this — day of —, A. D. 19—, before me, —

Notary Public.

NEW MEXICO.

Acknowledgment. Is required.

Affidavit of good faith. Not required, except for renewal.

Filing or recording. Must be recorded in the county in which the mortgaged property is situated.

Renewal. Is required; by affidavit of mortgagee, or his agent or attorney, filed within thirty days next preceding the expiration of one year from the date of filing; and may be renewed each year thereafter.

Property subject of. All personal property except growing crops may be mortgaged.

No. 400.

CHATTEL MORTGAGE; CUSTOMARY FORM.

Know all men by these presents, that A. B., of — in the county of — and Territory of New Mexico, party of the first part, for and in consideration of the sum of — dollars to him in hand paid by C. D. of —, party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell unto the said party of the second part, his heirs and assigns, the following goods and chattels, viz:

(description)

To have and to hold all and singular the said goods and chattels unto the said party of the second part, his heirs and assigns forever. And the said party of the first part, for himself and his heirs, executors, and administrators, does hereby covenant to and with the said party of the second part, and his assigns, that he is lawfully possessed of the same goods and chattels as of his own property; that the same are free from all incumbrances, and that

he will warrant and defend the same to the said party of the second part and his assigns against the lawful claims and demands of all persons:

Provided, nevertheless, that if the said party of the first part, his heirs, executors, and administrators, shall well and truly pay to the party of the second part, his executors, administrators and assigns, for the redemption of the above bargained goods and chattels; the just and full sum of — dollars.

(description of note, secured by the mortgage.)

then these presents shall be void, otherwise to remain in full force and virtue.

And provided, further, that until default be made by the said party of the first part in the performance of the condition aforesaid, it shall and may be lawful for him to retain possession of the said goods and chattels, and to use and enjoy the same; but in case default should be made in the payment of the said promissory note or the interest therein mentioned, or any taxes, or assessments, levied on said chattels, according to its tenor, or if said goods and chattels, or any part thereof, shall be attached or claimed by any other person or persons, at any time before payment, or if the said party of the first part shall attempt to sell or remove the same without the authority or permission of the said party of the second part, in writing expressed; then it shall and may be lawful for the said party of the second part, his executors, administrators and assigns, to take immediate and full possession of the whole of said goods and chattels to his or their own use, and sell the same in manner and form as now prescribed by law, and out of the money arising from such sale to pay said promissory note and all charges touching the same, rendering and paying surplus, if any, in accordance with the form of the statute in such case made and provided.

In witness whereof, the said party of the first part has hereunto set his hand and seal this — day of —, 19—.

Signed, sealed and delivered

in presence of

A. B. [SEAL]

—

—

(Certificate of acknowledgment, form No. 93, page 78.)

No. 401.

AFFIDAVIT FOR RENEWAL.

Territory of —, }
 County of —. } ss.

Know all men by these presents, that on the — day of —, A. D. 19—, A. B., of —, in the — of —, made, executed and delivered to C. D. of —, in the — of —, his certain chattel mortgage on certain chattels therein described, to secure to the said mortgagee the payment of the sum of — dollars with interest, evidenced or due as shown in said chattel mortgage, which was duly recorded in the office of the ex-officio recorder of the county of —, in said Territory, on the — day of —, A. D. 19—, in book —, at pp —, of the records of chattel mortgages; that the undersigned is interested in the property described in said chattel mortgage as mortgagee (or assignee); that at this date there is due of the money secured by the said chattel mortgage the sum of — dollars, including interest, all of which is unpaid.

Wherefore, it is the intention of the undersigned to keep the said chattel mortgage alive as a superior claim and lien.

C. D.

Subscribed and sworn to before me this — day of — 19—.

—,
 Notary Public.

NEW YORK.

Acknowledgment. Is required.

Affidavit of good faith. Not required.

Filing or recording. Must be immediately filed in the town or city where the mortgagor resides, or, if a non-resident, in the city or town where the property is at the execution of said mortgage. In the city of New York the mortgage must be filed in the office of the register of the city and county of New York. In the city of Brooklyn, in the office of the register of the county of Kings, and in every other city or town of the State in the office of the city or town clerk unless there is a county clerk's office in such city or town, in which case it must be filed therein. If there is more than one mortgagor, the mortgage, or a certified copy, must be filed in each city or town in the State where each mortgagor resides at such time.

Renewal. Is required at the expiration of each year, reckoning from the time of the first filing, by filing within thirty days next preceding the expiration of each year, (1) a statement containing

a description of such mortgage, the names of the parties, the time when and place where filed, the interest of the mortgagee or of any person who has succeeded to his interest in the property claimed by virtue thereof, or (2) a copy of such mortgage and its indorsements, together with a statement attached thereto, or indorsed thereon, showing the interest of the mortgagee or of any person who has succeeded to his interest in the mortgage. This statement should be filed in the proper office in the city or town where the mortgagor then resides, if he is then a resident of the town or city where the mortgage or a copy thereof or such statement was last filed; if not such resident, but a resident of the State, a true copy of such mortgage, together with such statement, must be filed in the proper office of the city or town where he then resides; and if not a resident of the State, then in the proper office of the city or town where the property so mortgaged was at the time of the execution of the mortgage.

Form. Use Ohio forms with certificate of acknowledgment, form No. 96, and certificate of authentication of the officer's authority, form No. 101.

No. 402.

RENEWAL STATEMENT.

I, C. D., the mortgagee named in the chattel mortgage, a true copy of which is hereto annexed, given to me by A. B. who resides at —, dated —, 19—, and filed in — on —, 19—, securing the sum of — dollars (\$—), do hereby certify and state that the sum of — dollars (\$—), with interest thereon from —, 19—, is still due on the debt secured by said chattel mortgage; and that my interest in the property described in said mortgage is now said sum of — dollars (\$—) with interest from —, 19—.

Dated the — day of — 19—.

C. D.,
Mortgagee.

NORTH CAROLINA.

Acknowledgment. Is required.

Affidavit of good faith. Not required.

Filing or recording. Must be recorded in the county where the mortgagor resides; or, in case he does not reside in this State, then in the county where the chattels are situate, unless they consist of choses in action, in which case the mortgage must be recorded in the county where the mortgagee resides.

Renewal. Not required.

Property subject of. Mortgages of household or kitchen furniture

must be signed by husband and wife, with separate acknowledgment of wife.

Form. For mortgages securing less than three hundred dollars, a statutory form is provided. For mortgages securing more than three hundred dollars use Ohio forms with certificate of acknowledgment, No. 102.

No. 403.

CHATTEL MORTGAGE.

(Form prescribed by statute.)

(Rev. of 1905, § 1039.)

I, —, of the county of —, in the State of North Carolina, am indebted to —, of — county in said State, in the sum of — dollars for which he holds my note to be due the — day of — A. D. 19—, and to secure the payment of the same I do hereby convey to him these articles of personal property, to wit: (insert description): — but on this special trust, that if I fail to pay said debt and interest on or before the — day of —, A. D. 19—, then he may sell said property, or so much thereof as may be necessary, by public auction, for cash, first giving twenty days' notice at three public places, and apply the proceeds of such sale to the discharge of said debt and interest on the same, and pay the surplus to me.

Given under my hand and seal this — day of — A. D. 19—. (Signature) —, [SEAL].

(Certificate of acknowledgment, form No. 102.)

NORTH DAKOTA.

Acknowledgment. Either acknowledgment or attestation in the presence of two witnesses is required.

Affidavit of good faith. Not required, except for renewal.

Filing or recording. Must be filed by depositing the original mortgage, or an authenticated copy thereof, in the office of the register of deeds of the county where the mortgaged property, or any part thereof, is at such time situated.

Renewal. Is required within ninety days preceding the expiration of three years. Renewal is by filing anew a copy of the mortgage and a statement of the amount of the existing debt for which the mortgagee or his assigns claims a lien, sworn to and subscribed by him, his agent or attorney. This renews for three years more.

Property subject to. A chattel mortgage on merchandise does not

cover future acquisitions without a special provision to that effect, but such a provision is valid. A mortgage on future crops is valid only as to the crop next maturing after the delivery of the mortgage, except where the mortgage is given for the purchase money of the land upon which the crops are grown.

No. 404.**CHATTEL MORTGAGE.**

(Form prescribed, Code, 1905, § 6180.)

This mortgage, made the — day of —, in the year 19—, by A. B. of —, by occupation a —, mortgagor, to C. D. of — by occupation a —, mortgagee, witnesseth, that the mortgagor mortgages to the mortgagee (description of property) — as security for the payment to him of — dollars, on (or before) the — day of — in the year —, with interest thereon (or as security for the payment of a note or obligation, describing it).

Dated the — day of —, 19—.

A. B.

(Certificate of acknowledgment, form No. 106.)

No. 405.**AFFIDAVIT FOR RENEWAL.**

State of —, }
County of — } ss.

C. D. of said county, being by me first duly sworn, says that he is the mortgagee named in and now the holder of a certain chattel mortgage made by A. B. of —, mortgagor, to C. D., mortgagee, which mortgage bears date the — day of —, A.D. 19—, and was on the — day of —, A. D. 19—, duly filed in the office of the register of deeds in and for the county of — and State of North Dakota, of which mortgage the annexed is a true copy, and that the sum of — dollars now remains unpaid upon and secured by said mortgage, which sum constitutes the amount of existing debt for which —, the mortgagee claims a lien upon the property therein mentioned.

C. D.

Subscribed and sworn to before me this — day of —,
A. D. 19—.

OKLAHOMA.

Acknowledgment. Not required, but mortgage must be executed in the presence of two subscribing witnesses.

Affidavit of good faith. Not necessary except for renewal.

Filing or recording. The original mortgage, or an authenticated copy, must be filed in the office of the register of deeds of the county where the property or any part thereof is situated.

Renewal. Is required within thirty days next preceding the expiration of three years from the date of the original filing, and each third year thereafter.

Form. A form is provided by statute, but Ohio forms may be used.

No 406.

CHATTEL MORTGAGE.

(Form prescribed by Stats. of Oklahoma (1903) § 3571.)

This mortgage, made this — day of — in the year —, by A. B. of —, by occupation a —, mortgagor, to C. D. of —, by occupation a —, mortgagee, witnesseth, that the said mortgagor mortgages to the mortgagee (here describe property) — as security for the payment to him of — dollars, on the day of —, 19—, with interest thereon at the rate of — per cent. per annum, according to the terms of the following note, to wit:

(copy of note.)

Signed and delivered in
presence of

(Signed) A. B.

—
—

(Two witnesses required.)

No. 407.

AFFIDAVIT FOR RENEWAL.

State (or Territory) of —, }
County of —. } ss.

C. D., the mortgagee named in the chattel mortgage given to him by A. B., dated — 19—, of which the within is a true copy, being first duly sworn according to law, deposes and says that the amount now remaining due on the debt secured by said mort-

gage is the sum of — dollars (\$—) with interest from —
19—.

C. D.

Sworn to by said C. D. and by him subscribed in my presence
this — day of — A. D. 19—.

—,
Notary Public.

My commission expires —.

OREGON.

Acknowledgment. Is required, also two witnesses. A seal is required.

Affidavit of good faith. Not required.

Filing or recording. Must be recorded within five days in the office of the clerk of the county in which the mortgaged property is situated.

Renewal. Not required.

Property subject of. A mortgage on a stock of goods where the mortgagor is allowed to retain possession and sell in the usual course of business is void as to third persons.

Form. Use Ohio forms adding a seal, also certificate of acknowledgment, form No. 112 et seq. Attestation by two witnesses is required.

PENNSYLVANIA.

Acknowledgment. Is required; also two witnesses. A seal is customary.

Affidavit of good faith. Not required.

Filing or recording. Must be recorded in the office of the recorder of deeds in the county where the property is situated at the time of the execution of the mortgage.

Renewal. Is required by filing a statement in writing, signed by the mortgagee or his duly constituted agent, and acknowledged, and specifying the amount due upon said mortgage. This statement must be recorded, within three months after maturity of the mortgage, in the office of the recorder wherein the mortgage is recorded. This continues the mortgage for a further period of one year from the maturity thereof.

Property subject of. Chattel mortgages may be made only upon articles and property specified by statute as follows:—By the Act of Assembly of April 28, 1887, as amended by the act of May 30, 1891, all iron ore mined and prepared for use, pig iron, blooms, and rolled or hammered iron in sheets, bars, or plates, iron and steel nails, steel ingots and billets, rolled or hammered steel in sheets, bars, or plates,

and all boilers, engines, oil, gas, and artesian well supplies, and all steel or iron castings of every description not in place, all petroleum or coal oil, crude or refined, in tanks, barrels, reservoirs, or other receptacle, in bulk, all roofing and manufactured slate, as well as slate quarried to be used for roofing or manufactured for other uses, asphaltum blocks, including all materials used in the manufacture thereof, all manufactured cement in barrels, bags, or bins, including all material on hand used in the manufacture thereof, may be mortgaged for any sum not less than one hundred dollars.

Form. Prescribed by statute.

No. 408.

CHATTEL MORTGAGE.

(Form prescribed Purdon's Digest (1905) page 1203, § 251.)

To all persons to whom these presents shall come, Greeting :

Know ye, that — indebted unto —, in the sum of — dollars, and — cents, being for —.

Now, for securing the payment of the said debt and the interest from the date hereof, to the said —, — do — hereby sell, assign and transfer to the said —, all the goods, chattels, and property described in the following schedule, viz :

(list of property) :

said property now being and remaining in the possession of —.

Provided always, and this mortgage is on the express condition, that if the said — shall pay to the said —, the sum of —, with interest, as follows, viz : — which said sum and interest the said — hereby covenants to pay, then this transfer to be void and of no effect : but in case of nonpayment of the said sum, at the time or times above mentioned, together with interest — then the said — may give to the said — or to the person in possession of the property, claiming the same, written notice as required by law, of — intention to foreclose the mortgage for breach of condition thereof, and if said sum is not then paid, the said — shall have full power and authority to enter upon the premises of the said party of the first part, or any other place or places where the goods and chattels aforesaid may be, to take possession of said property, to sell the same according to law, and the avails, after deducting all expenses of the sale and keeping of the said property, to apply in payment of the above debts ; if from any cause said property shall fail to sat-

isfy said debt, costs and charges, the said — covenant and agree to pay the deficiency.

In 'witness whereof — have hereunto set — hand — and seal — the — day of — in the year of our Lord one thousand nine hundred and —

Signed and delivered

in presence of

— [SEAL].

—

—

(Certificate of acknowledgment, form No. 114).

RHODE ISLAND.

Acknowledgment. Is required.

Affidavit of good faith. Not required.

Filing or recording. Must be recorded within five days from date of execution in the office of the clerk of the town where the mortgagor resides, or if a non-resident of the State, of the town where the property is situated.

Renewal. Not required.

Form. Use Ohio forms with certificate of acknowledgment, form No. 117.

SOUTH CAROLINA.

Acknowledgment. Not required.

Affidavit of good faith. Not required.

Filing or recording. Must be recorded, within forty days from the date of execution, in the county in which the mortgagor resides, in the office of the clerk of the court of common pleas of every county except Charleston and Greenville, in which counties the proper office is that of register of mesne conveyance.

Renewal. Not required.

Form. Use Ohio forms. Signature of mortgagor should be attested by one witness.

SOUTH DAKOTA.

Acknowledgment. Not required but two witnesses must attest the signature of the mortgagor.

Affidavit of good faith. Not required except for renewal.

Filing or recording. Must be filed by depositing the original mortgage, or an authenticated copy thereof, in the office of the register of deeds of the county where the mortgaged property or any part thereof is at such time situated.

Renewal. Is required within thirty days next preceding the expiration of three years. Renewal is by filing anew a copy of the mortgage and a statement of the amount of the existing debt for which the mortgagee, or his assigns, claims a lien, sworn to and subscribed by him, his agent or attorney. This renews for three years more.

Form. The mortgagee must give to the mortgagor, at the time of making and delivery of the mortgage, a true copy without charge. Every chattel mortgage is void and cannot be filed unless it appears on the mortgage over the signature of the mortgagor that a true copy of the mortgage has been delivered to and received by him.

No. 409.

CHATTEL MORTGAGE.

(Form prescribed by Revised Civil Code (1903) § 2072.)

This mortgage made the — day of —, in the year —, by A. B., of —, by occupation a —, mortgagor, to C. D. of —, by occupation a —, mortgagee, witnesseth:

That the mortgagor mortgages to the mortgagee (here describe the property) — as security for the payment to him of — dollars, on (or before) the — day of — in the year —, with interest thereon (or security for the payment of a note or obligation, describing it, etc.).

Signed and delivered A. B.
in presence of

—
—

(Two witnesses required.)

A true copy of the foregoing chattel mortgage has this day been by said C. D. delivered to and received by me without charge therefor.

A. B.

No. 410.

AFFIDAVIT FOR RENEWAL.

STATE OF —, }
COUNTY OF —, } ss.

C. D., being first duly sworn according to law, deposes and says that he is the mortgagee named in the chattel mortgage given to him by A. B., of which the within is a true copy; that

the amount of the debt secured thereby and now existing is the sum of — dollars (\$—), for which amount said mortgagee claims a lien on the property described therein.

(Signed) C. D.

Sworn to by said C. D. and by him subscribed in my presence this — day of — 19—.

_____,
Notary Public.

TENNESSEE.

Acknowledgment. Is required.

Affidavit of good faith. Not required.

Filing or recording. Must be registered in the office of the county register where the mortgagor resides, if a resident of the State; if a non-resident, then of the county where the chattels are situate at the time of making the instrument.

Renewal. Not required.

Property subject of. A mortgage on a stock of goods, permitting the mortgagor to remain in possession, carry on business and sell and replenish the stock, is invalid.

Form. Use Ohio forms with certificate of acknowledgment, form No. 125 et seq.

TEXAS.

Acknowledgment. Not required if original is filed; but is required if a copy is deposited.

Affidavit of good faith. Not required.

Filing or recording. The original mortgage or a true copy thereof must be deposited and filed in the office of the county clerk of the county where the property is situate, or, if the mortgagor is a resident of Texas, then in the county of his residence. The paper so filed remains in the office; if a copy, it must be compared by the clerk with the original, and found to be a true copy.

Renewal. Not required.

Property subject of. A mortgage on a stock of merchandise, permitting the mortgagee to remain in possession and sell, is void.

Form. Use Ohio forms with certificate of acknowledgment, form No. 131.

UTAH.

Acknowledgment. Not required; but must be witnessed.

Affidavit of good faith. Must be made by all parties.

Filing or recording. Must be filed with the county recorder in the county where the mortgagor resides, or, if he be a non-resident of the

State, then in the counties where the property was when the mortgage was executed.

Renewal. Is required, within thirty days next after the expiration of one year and of each succeeding year, by affidavit of the mortgagee, his agent or attorney, exhibiting the interest of the mortgagee in the property at the time of renewal. No mortgage can be a lien for more than five years from the original filing.

Form. Use Ohio forms with attestation by at least one witness.

No. 411.

AFFIDAVIT OF GOOD FAITH.

STATE OF UTAH, }
 COUNTY OF —, } ss.

A. B., the mortgagor named in the foregoing mortgage, and C. D., the mortgagee named in said mortgage, each being duly sworn, each for himself doth depose and say that said mortgage is made in good faith to secure the amount named therein, and without any design to hinder, or delay the creditors of said mortgagor.

A. B.

C. D.

Sworn to by said A. B. and C. D. and by them subscribed in my presence this — day of — 19—.

_____,
 Notary Public.

My commission expires —.

No. 412.

AFFIDAVIT FOR RENEWAL.

STATE OF —, }
 COUNTY OF —, } ss.

C. D., being first duly sworn according to law, says that he is the mortgagee named in the certain chattel mortgage given to him by A. B. dated —, 19—, and filed in — on —, 19—, that the amount now due and unpaid on the debt secured by said mortgage is — dollars (\$—), which said amount constitutes the interest of said mortgagee at the date hereof in the property described in said mortgage.

C. D.

Sworn to by said C. D. and by him subscribed in my presence.

this — day of — 19—.

_____,
Notary Public.

My commission expires —.

VERMONT.

Acknowledgment. Is required.

Affidavit of good faith. Must be made by both mortgagor and mortgagee.

Filing or recording. Must be recorded in the office of the clerk of the town or city where the mortgagor resides at the time of making the mortgage, or, if he resides out of the State, then in the town where the property is situated.

Renewal. Not required.

Form. Use Ohio forms with certificate of acknowledgment, form No. 137 et seq., and append affidavit of good faith as follows:—

No. 413.

AFFIDAVIT OF GOOD FAITH.

STATE OF —, }
COUNTY OF —. } ss.

We severally swear that the foregoing mortgage is made for the purpose of securing the debt specified in the conditions thereof, and for no other purpose whatever, and that the same is a just debt, honestly due and owing from the mortgagor to the mortgagee.

A. B.

C. D.

Sworn to by the said A. B. and C. D. and by them subscribed in my presence this — day of —, 19—.

_____,
Notary Public.

VIRGINIA.

Acknowledgment. Is required.

Affidavit of good faith. Not required.

Filing or recording. Must be recorded in the court of the county or corporation wherein the mortgaged property is situated. In the

City of Richmond, record must be in the Chancery Court of Richmond.

Renewal. Not required.

Form. Chattel mortgages are rarely used in this State. Their place is taken by deeds of trust.

WASHINGTON.

Acknowledgment. Is required.

Affidavit of good faith. Must be made by mortgagor.

Filing or recording. Must be recorded within ten days in the office of the county auditor of the county where the property is situated. When the property is moved into another county the mortgage must be recorded in that county within thirty days after removal.

Renewal. Not required.

Form. Use Ohio forms with certificate of acknowledgment, form No. 142.

No. 414.

AFFIDAVIT OF GOOD FAITH.

STATE OF —, }
 COUNTY OF —, } ss.

A. B., being first duly sworn according to law, says that he is the mortgagor named in the within mortgage; that said mortgage is made in good faith and without design to hinder, delay or defraud creditors.

A. B.

Sworn to by said A. B. and by him subscribed in my presence this — day of —, 19—.

_____,
 Notary Public.

WEST VIRGINIA.

Acknowledgment. Is required.

Affidavit of good faith. Not required.

Filing or recording. Must be recorded in the office of the clerk of the county court of the county in which the property is situated.

Renewal. Not required.

Form. Chattel mortgages are rarely used in this State. Deeds of trust take their place.

WISCONSIN.

Acknowledgment. Not expressly required.

Affidavit of good faith. Not required, except for renewal.

Filing or recording. Original or a copy must be filed in the office of the clerk of the town, city or village where the mortgagor resides, or, in case he is a non-resident, where the mortgaged property is situated.

Renewal. Is required within thirty days before the expiration of two years, by affidavit of the mortgagee, his agent or attorney, annexed to the mortgage on file, setting forth the interest of the mortgagee in the mortgaged property. It may be renewed at the expiration of the two years following such first renewal.

Property subject of. Chattel mortgages on exempt personal property must be executed by both husband and wife, and the signature of the wife witnessed by two witnesses. A chattel mortgage on a stock of merchandise permitting the mortgagor to remain in possession and make sales is valid, if the mortgagor files, every sixty days from the date of the mortgage, or last statement filed, a sworn statement of sales made, amounts to be applied on the mortgage debt, and total valuation of stock added. A delay of fifteen days after the expiration of the sixty days renders the mortgage due and it ceases to be a lien as to third persons. It may cover after-acquired stock.

Form. Use Ohio forms.

No. 415.

AFFIDAVIT FOR RENEWAL.

STATE OF —, }
 — COUNTY, } ss.

C. D., being duly sworn, says that he is the mortgagee named in a certain chattel mortgage bearing date the — day of —, A. D. 19—, executed by A. B. of — to the said C. D., and that said C. D. has still an interest in said mortgage to the amount of — dollars, being the original amount secured thereby which is yet unpaid, and that he claims a lien upon the property named in said mortgage to that amount, by virtue thereof.

C. D.

Subscribed and sworn to before me, this — day of —,
 A. D. 19—.

_____,
 Notary Public.

My commission expires —.

WYOMING.

Acknowledgment. Is required, also one witness.

Affidavit of good faith. Not required.

Filing or recording. Must be filed in the office of the county clerk of the county where the property is situated.

Renewal. Is required within two months after the expiration of the term for which the mortgage is given, by affidavit of the mortgagee. This continues the mortgage in full force and effect for one year, and by succeeding affidavits it may be continued indefinitely.

Form. Use Ohio forms with certificate of acknowledgment, No. 149.

No 416.

AFFIDAVIT FOR RENEWAL.

STATE OF —, }
COUNTY OF —. } ss.

C. D., being first duly sworn according to law, says that he is the mortgagee named in the certain chattel mortgage executed and delivered to him by A. B., dated —, 19—, and filed in — on —, 19—; that the amount remaining unpaid of the debt secured by said mortgage is now — dollars (\$—) which constitutes the interest of said mortgagee in the property therein described.

C. D.

Sworn to by said C. D. and by him subscribed in my presence this — day of — 19—.

—,
Notary Public.

My commission expires —.

CHAPTER XVII.

COMPOSITION WITH CREDITORS.

NOTE.

A composition with creditors is a contract by which creditors agree to accept a part of their demands, and to discharge the debtor from liability for the rest.¹

Strict performance of such an agreement is required of all the parties to it, but when fully carried into execution the original debts are entirely extinguished.²

It is not necessary that all creditors join in a composition agreement, unless so stipulated in the agreement. If more than one creditor join, it is binding on those who execute it.³

Preferences obtained by one creditor, without the knowledge of other creditors, are void, although voluntarily given by the debtor.⁴

Where one creditor refuses to sign a composition, and to induce him to sign, the debtor or a third person executes notes for the balance, such notes are regarded as fraudulent and there can be no recovery as between the original parties.⁵

Where a composition is made in ignorance of the existence of a secret partner in the debtor firm, such composition is void; the creditors may credit on their claims the amount received under the composition, and may recover the balance from the secret partner.⁶

A composition does not extinguish a liability as acceptor on a bill of exchange not yet due, to an endorser who is subsequently compelled to pay the same.⁷

A letter of license is an agreement whereby the creditors of an embarrassed debtor consent to a temporary suspension of their rights and bind themselves not to sue or molest the debtor for a specified time during which he is allowed to carry on his business at his own discretion.⁸

¹ Anderson's Dictionary of Law.

² Way v. Langley, 15 O. S. 392 (398).

³ Bank v. McGeach, 92 Wis. 286 (311).

⁴ Way v. Langley, 15 Ohio St. 392.

⁵ Ray v. Brown, 3 W. L. B. 545.

⁶ Yager v. Greiss, 1 C. C. 531 (533);

6 C. D. 197. Second N. B. v. Mesinger, 13 C. C. 561; 1 C. D. 296.

⁷ Crawford v. Swearingen, 15 Ohio 265.

⁸ Anderson Dictionary of Law.

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No. 417.

COMPOSITION WITH CREDITORS, GENERAL FORM.

We, the undersigned, being respectively creditors of — of —, in the amounts set opposite our respective names below, do hereby severally agree to accept in full satisfaction and discharge of our said debts, claims and demands a composition of — per cent., providing the same be paid on or before —, 19—, (or, if payable in instalments omit all following the words “providing the same, etc.” and insert instead, “payable as follows, — per cent. in cash on or before — 19—, — per cent. in — months, and — per cent. in — months, from the date hereof”).

On payment of said composition as aforesaid, all our respective claims and demands against said — shall thereby be fully satisfied and discharged, and we severally agree to execute a full release of the same to said debtor, at his request and expense, and to satisfy of record all judgments against him and to surrender to him all promissory notes and other evidences of indebtedness held by us.

Agreement not to be effective until signed by all creditors.

Provided, however, this agreement shall not be binding on any of the undersigned until the same has been duly executed by all the persons listed in the schedule of creditors hereto annexed, marked “Exhibit A” and made a part hereof.

— Ohio, — 19—.

(Names of creditors.)

Amounts.

—
—

\$—
\$—

No. 418.

LETTER OF LICENSE TO DEBTOR.

Know all men by these presents, that, whereas, C. D., of —, on this — day of — 19—, is indebted to the undersigned

creditors in divers sums of money which he is unable to pay and satisfy without time being given him for payment thereof.

Now therefore, we, the undersigned creditors, and every one of us, at the request of the said C. D., have given, and by these presents do hereby give and grant unto the said C. D. full liberty, license and authority to carry on, conduct, and manage his business of —, and all his other affairs and property without any molestation, hindrance, action, suit, or legal proceeding of any nature, or other impediment offered or done, or attempted or procured to be offered or done, by us, or either of us, for and during the period of — months immediately ensuing the date hereof.

We further covenant and agree, severally and not jointly, or one for another, to and with the said C. D. that we will not, during the time aforesaid, institute any actions, suits, or legal proceedings of any kind or nature against the said C. D. for or on account of our respective debts.

In witness whereof we have hereunto set our hands the day and year first above written.

No. 419.

PROVISION IN LETTER OF LICENSE, THAT CLAIMS OF CREDITORS WHO VIOLATE AGREEMENT SHALL BE FORFEITED.

If any of the undersigned shall, during said time, institute any action, suit, or legal proceeding against the said C. D. or shall otherwise molest said C. D., contrary to this agreement, it is mutually agreed by and between all of the parties hereto that the debt, claim or demand of such person or persons shall be forfeited and void: and these presents shall operate as an absolute release and discharge thereof, and may be pleaded in bar thereto.

NOTE.

For provisions similar to the foregoing, see *Gibbons v. Vouillon*, 8 C. B. 483, 65 E. C. L. 483; *Bamford v. Clewes*, L. R. 3, Q. B. 729; *Corner v. Sweet*, L. R. 1, C. P. 456; *Ellis v. M'Henry*, L. R. 6, C. P. 228.

No. 420.**AGREEMENT PERMITTING DEBTOR TO CONDUCT BUSINESS UNDER SUPERVISION OF CREDITOR'S COMMITTEE.**

This agreement made at — this — day of —, 19—, by and between the creditors of C. D. whose names are subscribed hereto, parties of the first part, and C. D., of —, party of the second part, witnesseth: that whereas, said C. D. is indebted to said parties of the first part in the several amounts set opposite their respective signatures below, which debts said C. D. is now unable to pay in cash, and

Whereas, the stock in trade and other assets of said C. D. being sufficient to pay said debts, providing time be given to convert the same into money, the said parties of the first part have mutually agreed to permit the said C. D. to conduct his business under the supervision of a committee appointed by said parties of the first part, for a period of — years from the date hereof;

Now therefore, said parties of the first part, in consideration of the agreements of one another and of said party of the second part herein, hereby give and grant unto the said C. D. full liberty and license to conduct his business of — and to convert into money all his stock in trade and other assets under the supervision of said committee as hereinafter specified, for said period of — from and after the date hereof, and said parties of the first part severally promise and agree that, during said time, they will not institute any suits, actions or legal proceedings of any nature against C. D. or otherwise molest him in his assets and property.

Said parties of the first part hereby appoint L. M. and N. O. their said committee and agents to represent said parties of the first part in the performance of this agreement, which said appointment is hereby consented to by said C. D.

In consideration of the promises and agreements of said parties of the first part herein contained, said party of the second part hereby promises and agrees:

- (1) to make and render unto said committee on or before —, 19—, a true, just and full inventory of all his assets and property, both real and personal, with a statement of all incumbrances and liens thereon, or affecting the same; and

- also a true and complete list of all creditors of said C. D. with the amount due each; said inventory and list of creditors to be verified by the affidavit of said C. D.;
- (2) to give his entire time and attention, during said period of — years, to the conduct and management of said business, and to the rendering profitable of the same; and that he will not engage in any other business during said time, without the consent in writing of all members of said committee;
 - (3) that he will diligently endeavor to collect all outstanding accounts, credits and choses in action, and that he will not release any debt due him except on full payment, without the consent of said committee;
 - (4) that he will not incumber his property or assets, until all of said debts have been paid in full, and that he will not permit any creditor to obtain any security or preference;
 - (5) that he will not make any sales or other disposition of his said stock in trade or other property or assets, excepting sales in the usual course of (retail) business, without the consent in writing of the members of the said committee;
 - (6) that he will deposit each day in the — Bank of —, all moneys received from sales, and from the collection of accounts and choses in action; said deposit not to be drawn except for the purposes hereinafter mentioned, and by check signed by both said C. D. and by one member of said committee;
 - (7) to keep complete, just and accurate books of account, showing all moneys received and paid out, and of all other matters and transactions relating to his said business; to preserve all letters received, and to make and keep copies of all letters written and sent, pertaining to said business; all of which books, letters and other documents shall be open to the inspection of said committee;
 - (8) that he will make and render to said committee, on the first day of each and every month during said period of — years, a general statement of the business transacted during the month next preceding, showing all receipts and payments, and all other matters and transactions relating to said business;

- (9) that he will not pledge his credit in any manner as surety, guarantor or endorser on any obligation whatsoever; and that he will not incur any new indebtedness, excepting in the usual course of said business, and with the consent of said committee as herein provided;
- (10) that he will pay to each and every of the parties of the first part the full amount of the several debts due to them in the manner herein provided.

It is mutually agreed by and between all the parties hereto, on the considerations aforesaid:

- (1) that said business shall be carried on under the control and supervision of said committee, who shall determine the number of clerks and other employes, the replenishment of stock, and the other expenses to be incurred in its operation. If, in the opinion of said committee, at any time during said period, it will be to the best interests of all the parties that said business be discontinued, or sold as a going concern, they are authorized to take such action thereto, as in their discretion is advisable;
- (2) that out of said moneys received from stock and assets sold, and choses in action collected, said committee shall pay the costs of preparing this agreement, the running expenses of said business, including the sum of \$—— per month to said C. D. for living expenses; and after such payments, to pay all small debts owing by said C. D. which do not exceed the sum of \$——; and, from time to time whenever there shall be a sufficient sum on hand to pay a dividend of —— per cent. to the parties of the first part, said committee shall distribute and pay said sum among said parties of the first part, pro rata; provided, however, that specific liens heretofore secured by any creditor shall be paid and satisfied out of the property bound by such lien;
- (3) that said committee shall be entitled, as compensation for their services hereunder, to a sum equal to —— per cent. of the moneys received and disbursed by them: that, if the debts due to said parties of the first part are paid in full in the manner herein provided, said compensation shall be paid from the surplus moneys over and above the total

- amounts of said debts. If the assets and property of said C. D. shall prove insufficient to pay all of his said debts, then said compensation shall be deducted from the dividends due said parties of the first part as herein provided;
- (4) that after payment of all such debts, expenses, costs and compensation of said committee as heretofore provided, the surplus moneys, if any, shall be paid unto said C. D.;
 - (5) that if all of said debts and expenses be paid in full before the expiration of said period of — years, then this agreement shall terminate, and said C. D. shall be restored to the full and complete control of his said business, assets and property;
 - (6) that if, at the expiration of said period of — years, all of said debts be not paid in full, said committee, in their discretion, are authorized and empowered, without further authority from said parties of the first part, to extend said period for a further term or period of — months, by endorsement on this agreement;
 - (7) that if, at the expiration of said period, or said extension thereof, the debts due to said parties of the first part shall not have been paid in full, said C. D. hereby agrees to convey and transfer to said committee by proper instruments of conveyance, all of his assets and property then remaining unsold and undisposed of, for the benefit of said parties of the first part; and upon said instruments of conveyance being duly executed to the satisfaction of said committee, said parties of the first part hereby severally agree to execute proper releases and discharges of their several claims, and to surrender all promissory notes and evidences of debt, at the request of said C. D.;
 - (8) that this agreement shall not be binding on any of the parties hereto unless the same has been duly executed on or before —, 19—, by all creditors of said C. D. whose debts exceed the sum of \$—;
 - (9) that if the said C. D. shall die before the expiration of said period, or the extension thereof, or if said C. D. shall fail to faithfully perform the agreements on his part to be performed hereunder to the satisfaction of said committee, then this agreement shall be void, and said parties

of the first part may resort to legal remedies for the protection of their rights.

In witness whereof, the parties have hereunto set their hands the day and year first above written.

CHAPTER XVIII.

CONDITIONAL SALES.

NOTE.

Where personal property is sold to any person, to be paid for in whole or in part in instalments, or is leased, rented, hired, or delivered to another on condition that the same belong to the person purchasing, leasing, renting, hiring or receiving the same whenever the amount paid shall be a certain sum, or the value of such property, the title to the same to remain in the vendor, lessor, renter, hirer or deliverer of the same, until such sum or the value of such property or any part thereof shall have been paid, such condition, in regard to the title so remaining until such payment, shall be void as to all subsequent purchasers and mortgagees in good faith, and creditors, unless such condition shall be evidenced by writing signed by the purchaser, lessor, renter, hirer or receiver of the same, and also a statement thereon, under oath, made by the person so selling, leasing, or delivering any property as herein provided, his agent or attorney, of the amount of the claim, or a true copy thereof, with an affidavit that the same is a copy, deposited with the county recorder of the county where the person signing the instrument resides at the time of the execution thereof, if a resident of the State, and if not such resident, then with the county recorder of the county in which such property so sold, leased, rented, hired, or delivered is situated at the time of the execution of the instrument.¹

An unfiled conditional sale contract, however, is good as between the parties and as against the trustee in bankruptcy of the vendee.²

¹ Rev. Stats., § 4155-2.

² York Mfg. Co. v. Cassell, 201 U. S. 344, 4 O. L. R. 327.

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No. 421.

CONDITIONAL SALE AGREEMENT.

(Rev. Stats. §§ 4155-2.)

—, Ohio.

— 19—.

To The A. B. Company,
—, Ohio.

Please ship to the undersigned at —, as soon as possible, the following property,

(description of property.)

In consideration whereof, I agree to accept the same and to pay you the sum of — dollars, as follows: on signing order — dollars, and each month thereafter — dollars, until the full amount of this contract is paid.

It is agreed that the title to the above described property shall remain in The A. B. Company until the purchase price, or any judgment for the same, is paid in full. In case of default in the payment of any instalment when due, the entire amount shall become at once due. It is further agreed that I shall not have the right at any time to countermand this order, and that this contract contains all agreements, express or implied, between the parties hereto.

(Signed), E. F.

No. 422.

AFFIDAVIT OF VENDOR, ON CONDITIONAL SALE AGREEMENT.

(Rev. Stats. §§ 4155-2.)

STATE OF —, }
COUNTY OF —. } ss.

—, being first duly sworn according to law, says that he is a duly authorized agent of The A. B. Company, a corporation organized under the laws of Ohio: that the within (or above) writing is the original (or, a true copy of the) contract of sale by said The A. B. Company to the within (or above) named E. F. of the within (or above) described property: that the amount of the claim of said The A. B. Company for purchase money under said contract is — dollars (\$—) (with interest

thereon from the — day of — 19—, at the rate of — per cent. per annum).

Sworn to before me and subscribed in my presence this — day of —, A. D. 19—.

—,
Notary Public.

NOTE.

See Remington v. Central Press Ass'n, 13 C. C. 542.

No. 423.

CAR TRUST AGREEMENT.

This indenture, dated for convenience this — day of —, 19—, but actually made and entered into this — day of —, 19—, between The A. B. Trust Company, a corporation duly organized and existing under the laws of Ohio, as Trustee, hereinafter called the "Trustee Vendor," party of the first part, and The C. D. & E. F. Electric Railway Company, a corporation duly organized and existing under the laws of Ohio, hereinafter called the "Vendee," party of the second part, witnesseth, that whereas, the Trustee Vendor has contracted for the construction and delivery to it, by The X. Y. Car Company, of — (—) interurban passenger coaches complete, as hereinafter described; and

Whereas, the Vendee, by corporate action duly had and taken, has agreed to purchase said — passenger coaches upon the terms and conditions hereinafter set forth:

Now, therefore, the said Trustee Vendor hereby sells to the Vendee, and the Vendee hereby buys from the Trustee Vendor, the following cars, to wit:

(description of cars)

and being marked "C. D. & E. F." and having attached thereto a plate marked "The A. B. Trust Company, — Ohio, Trustee Owner," Said — (—) interurban coaches so sold to, and purchased by, the Vendee, are sold and purchased upon the express condition that the title thereto shall be and remain in the Trustee Vendor until the purchase price thereof, hereinafter mentioned, shall have been fully paid.

The further terms and conditions upon which this indenture is entered into and sale made, are as follows:

(1) The total purchase price of said cars is \$—, and the Trustee Vendor is to receive at the time of the execution and delivery of this instrument the sum of \$—, on account of said purchase price, leaving \$50,000, of said purchase price unpaid, which is evidenced by the one hundred car trust obligations of the Vendee dated the — day of —, 19—, numbered consecutively from "1" to "100," both inclusive, in the principal sum of \$500 each, bearing interest at the rate of six per centum per annum, payable semi-annually on the first days of January and July in each year until paid, evidenced by coupons thereto annexed, executed by the engraved facsimile of the signature of the treasurer of the Vendee, principal and interest payable in the gold coin of the United States of the present standard of weight and fineness, maturing \$5000. thereof on the first day of January, 19—, and \$5000. on the first day of July, 19—, and \$5000. thereof on each succeeding first day of January and first day of July thereafter until the — day of —, 19—; each of which said car trust obligations is substantially in the words and figures following, subject only to the necessary variation in the distinguishing numbers thereof, to wit:

	United States of America,	
No.—	State of Ohio.	\$500.

The C. D. & E. F. Electric Railway Company.

Purchase money six per cent. gold car trust obligation.

The C. D. & E. F. Electric Railway Company, for value received, promises to pay to the bearer hereof five hundred dollars, in gold coin of the United States of the present standard of weight and fineness, at the office of The A. B. Trust Company in the city of —, Ohio, at the time fixed for the maturity of this obligation, as indicated by its distinguishing number, with interest thereon at the rate of six per centum per annum, payable semi-annually, in the gold coin aforesaid, at the office of said Trust Company in said city, on the first day of January and the first day of July in each year, upon the presentation and surrender of the coupons hereto attached as they severally mature, as provided therein; such payment of principal and interest shall be made without deduction for any taxes or assessments which may

be levied or assessed upon said principal or interest, or either, by the Government of the United States, or the State of Ohio, or any other authority for national, state or municipal purposes.

This car trust obligation is one of a series of one hundred obligations of \$500. each, numbered consecutively from "1" to "100," both inclusive, all of like tenor, amount, date and effect, and *ten* of said obligations, in their consecutive numerical order, beginning with number "1," shall mature and become payable on the first day of January, 19—, and thereafter on the first day of July, and the first day of January, in each year, *ten* of said obligations, in their consecutive numerical order beginning with the lowest number outstanding, shall mature and become payable until the — day of —, 19—, so that said dates of maturity of said obligations are as follows:

Numbers	1 to 10 both inclusive,	January 1st, 19—.
"	11 to 20 "	July 1st, 19—.
"	21 to 30 "	January 1st, 19—.
"	31 to 40 "	July 1st, 19—.
"	41 to 50 "	January 1st, 19—.
"	51 to 60 "	July 1st, 19—.
"	61 to 70 "	January 1st, 19—.
"	71 to 80 "	July 1st, 19—.
"	81 to 90 "	January 1st, 19—.
"	91 to 100 "	July 1st, 19—.

All of said obligations, with the coupons thereto annexed, represent the unpaid portion of the purchase price of the Trustee Vendor of — (—) interurban passenger coaches, which are fully described in a certain written agreement of conditional sale therefor, bearing date the — day of —, 19—, made by The A. B. Trust Company, of the city of — Ohio, therein styled the "Trustee Vendor," and The C. D. & E. F. Electric Railway Company, therein styled the "Vendee," which said conditional sale agreement is held by said Trustee Vendor for the equal pro rata benefit and security of the holders of said obligations without any priority of one over another for any reason. And this obligation is issued, accepted and held under and subject to all the terms and conditions of said agreement.

In case default is made by said Vendee in the payment of any installment of interest upon any of said obligations, or in the pay-

ment of any of said obligations, or in the performance of any of the covenants and conditions in said conditional sale agreement given by said Trustee Vendor to said Vendee, and such default shall continue for the period of thirty days, then and in either of said events, the principal sum of this obligation shall become due in the manner and with the effect provided in said agreement.

This obligation shall not become obligatory until it shall have been authenticated by certificate endorsed hereon, duly executed by said The A. B. Trust Company as Trustee Vendor.

In witness whereof, The C. D. & E. F. Electric Railway Company has caused these presents to be signed by its president and secretary, and its corporate seal to be hereto affixed, and the coupons hereto annexed to be executed by the fac simile of the signature of its treasurer, as of the — day of — A. D. 19—.

The C. D. & E. F. Electric Railway Company.

By — President.

— Secretary.

Coupon. *

No. —

\$15.00

The C. D. & E. F. Electric Railway Company will pay to bearer on the — day of —, 19—, at the office of The A. B. Trust Company in the City of —, Ohio, fifteen dollars in gold coin of the United States, being six months interest then due on its purchase money gold car trust obligation No. —.

—,
Treasurer.

TRUSTEE VENDOR'S CERTIFICATE.

The within obligation is one of the issue of car trust obligations described in the agreement of conditional sale within mentioned.

The A. B. Trust Company,
Trustee Vendor, by —.

All of said car trust obligations have been executed by the Vendee and delivered to said Trustee Vendor ready for certification by it.

(II) Forthwith upon the execution and delivery of this agreement and the filing of the same in the office of the Secretary of State of the State of Ohio, the Trustee Vendor shall certify and

deliver to the builder, or upon his order, all of said one hundred car trust obligations.

(III) The possession of the coaches above described, or any of them, by the Vendee, or its successors or assigns, shall not be construed, claimed or held to be evidence of ownership in the Vendee, its successors or assigns, but it is hereby stipulated and agreed that the title thereto and ownership thereof shall be and remain vested in the Trustee Vendor until all of said obligations shall have been fully paid, and all of the obligations herein imposed upon the Vendee have been fully discharged; and the Vendee agrees that it will at all times while this agreement shall remain in force, do, or cause to be done, all things necessary to maintain said title in said Trustee Vendor.

(IV) The Vendee hereby covenants and agrees that it will pay, or cause to be paid, the said car trust obligations, together with interest thereon, at the times and place and in the manner herein and in said obligations provided, without deduction for any taxes, assessments or other charges which the Vendee may be required to pay thereon or retain therefrom, and that it will faithfully perform each and every agreement and undertaking to be performed by it hereunder.

(V) The Vendee hereby further covenants and agrees that it will insure said coaches, their equipment and appurtenances, against fire, and that all policies of insurance shall be issued in the name of the Trustee Vendor, and be deposited with it, and that it, the said Vendee, will pay all insurance premiums thereon and promptly repair and replace any and all said cars, and their equipment and appurtenances, damaged or destroyed by fire, or otherwise, provided however, that the Trustee Vendor shall pay to the Vendee any moneys collected on account of any such loss under any insurance policy taken out as aforesaid, upon the repair or replacement by the Vendee of said coaches, their equipment and appurtenances, or any part or parts thereof, which may have been so damaged or destroyed, but the Trustee Vendor shall not be required to pay the Vendee any amount so collected under any such insurance policy if, at the time of such loss, the Vendee is in default in the performance of any covenant, condition or obligation herein imposed upon it.

(VI) The Vendee hereby further covenants and agrees that it will keep all of said coaches, their equipment and appurtenances,

in constant good order and repair, subject to the inspection and approval of the Trustee Vendor as to the condition thereof, and in the event of the loss or destruction of any of said coaches, their equipment or appurtenances, will promptly, at its own cost and expense, replace the same with coaches, equipment or appurtenances of like character and of equal value, so that at all times the cars hereby sold shall be maintained in substantially the same condition as at the time of their delivery to the Vendee; and shall properly house said coaches against injury by the elements when not in actual service upon the line of railway of the Vendee, and that it will at all times pay all taxes, license fees and charges of every kind and character whatsoever that may at any time be levied, assessed, rated, charged or imposed upon said cars, their equipment or appurtenances, or any part or parts thereof, or the use or operation thereof, by the government of the United States, the State of Ohio, or any other duly constituted authority.

(VII) The Vendee hereby further covenants and agrees that it will comply with all laws, rules and regulations of all lawfully constituted authorities with respect to the construction, operation and maintenance of said coaches.

(VIII) The Vendee further covenants and agrees that, at all times, the names, numbers, plates and other marks and signs to represent the ownership of the Trustee Vendor shall be fixed and retained upon each of said coaches, and all replacements thereof, for the purpose of making known the trust and title under which they are held, and to distinguish them from the other cars and equipment of the Vendee, and that in the event any of said marks, plates or signs be lost or destroyed, the Vendee will immediately restore the same and the Vendee shall do such further and other acts and things as the Trustee Vendor shall deem necessary for the full and complete protection of the Trustee Vendor, as the owner of said coaches and their equipment and appurtenances, and the Vendee shall not place, or suffer to be placed, upon any of said coaches, any marks, signs or words, or do, or suffer to be done, any act which will declare the title or ownership of said coaches, or any part or parts thereof, to be in any person, firm or corporation other than the Trustee Vendor. And the possession of any such coaches by the Vendee shall not meanwhile be transferred by it to any other

person or corporation, except temporarily in the usual course of traffic; and any person or corporation which shall have the temporary possession of any such coaches shall hold the same as bailee of the Trustee Vendor, and be answerable to it therefor.

(IX) It is further covenanted and agreed that in case the vendee shall, at any time, make default in the payment of either the principal or interest of said obligations issued hereunder, or any of them, or shall fail or make default in the performance of any other of its covenants and agreements in this indenture contained, then the principal of all of said obligations shall, at the option of the holders of a majority in amount of the principal thereof at the time outstanding, to be expressed in writing or writings delivered to said Trustee Vendor, forthwith become immediately due and payable with the same effect as if the entire purchase money provided to be paid hereunder shall have then become due and payable by expiration of the time provided herein, and the said Trustee Vendor shall forthwith serve written notice of such election upon the Vendee; and the Vendee shall, at its own cost and expense, upon demand of the Trustee Vendor, deliver each and every of said coaches to the Trustee Vendor, at such place or places upon the line of Vendee's railroad as said Trustee Vendor shall direct; and in the event that said Vendee shall neglect or refuse to so deliver said coaches and equipment and appurtenances to said Trustee Vendor, on demand as aforesaid, said Trustee Vendor shall, upon being requested so to do by the holders of a majority in amount of the principal of the obligations issued hereunder then outstanding, and upon being indemnified to its satisfaction, take exclusive possession of and remove any and all of said coaches, their equipment and appurtenances, which shall have been delivered to said Vendee, and for that purpose, may pursue each and every of said coaches, their equipment and appurtenances, wherever the same may be found, and may, for that purpose, enter upon the road or premises of the Vendee; and said Vendee hereby agrees to furnish the said Trustee Vendor with all facilities and to render such assistance as it may require in the recovery of said coaches; and the said Trustee Vendor shall have the right to sell said coaches and their equipment and appurtenances at public or private sale as it may elect, in one or more lots, and at any and every such sale, said Trustee Vendor, or the holder or holders of any of the

obligations issued hereunder, may become the purchaser or purchasers of said coaches and their equipment and appurtenances; and to facilitate the said Trustee Vendor, in the event of any such default, in securing the possession of said coaches, the said vendee hereby appoints the said Trustee Vendor its agent and attorney in fact, and hereby authorizes said Trustee Vendor, in the name of said Vendee, to give such instructions and directions, verbally or in writing, as, in the judgment of the said Trustee Vendor, may be desirable or necessary to enable the said Trustee Vendor to obtain possession of said coaches and their equipment and appurtenances. The proceeds of any sale made hereunder shall be applied as follows:

(a) To the payment of the cost and expense of the recovery, transfer, custody and disposition of said cars.

(b) To the payment of the compensation of the Trustee Vendor, its agents or attorneys, incurred in relation to said coaches and the sale thereof.

(c) To the payment of any balances that may then be due and owing upon the principal and interest of said obligations.

(d) To the payment of the balance, if any, to the Vendee, or whomsoever may be lawfully entitled to receive the same, or as any court of competent jurisdiction may order.

(X) Upon receipt of indemnity satisfactory to the Trustee Vendor, the holders of a majority in amount of the obligations issued hereunder at any time outstanding, in the event of any default, may, by writing or writings delivered to the Trustee Vendor, waive such default, and annul or reverse any action which it may have taken under any previous writing or writings, including the acceleration of the maturity of the principal of said obligations, and in such case the said Trustee Vendor shall revoke and recall such election if it shall have been exercised, and give notice to the Vendee immediately; but any such action shall not be deemed or taken to relate to, or affect, any subsequent default, or impair any right granted hereunder arising from such subsequent default.

All instructions and directions to the Trustee Vendor under this section shall be in writing, signed by the holders of a majority in amount of the principal of said obligations then outstanding, and may be signed in any number of parts or duplicates.

(XI) And in the event the proceeds of any such sale are not sufficient to pay the above mentioned costs and expenses, compensation, and the principal and interest of said obligations, the Vendee agrees forthwith upon demand of the Trustee Vendor to pay the amount of any deficiency remaining after the application of such proceeds as above provided, and the Trustee Vendor may resort to any proceedings, legal or equitable, to compel the payment thereof, and to enforce any of the provisions of this agreement.

(XII) Except as herein expressly provided to the contrary, no remedy herein conferred upon, or reserved to, the Trustee Vendor, or to the holders of the obligations issued hereunder, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given herein or existing in law, in equity or by statute, and the Trustee Vendor may pursue any such remedy or remedies which it may deem best or be advised by counsel.

(XIII) In case of any sale made under the provisions hereof, or otherwise, the purchaser or purchasers at such sale shall be entitled in making settlement for or payment of the purchase money bidden, to turn in toward the payment thereof any of the obligations and the unpaid interest coupons thereon held by such purchaser or purchasers, estimating the value of such obligations and coupons, for that purpose, at the sum payable out of the net proceeds of such sale to the holder or holders of such obligations and coupons, at his or their ratable share of such net proceeds; and if such share of net proceeds shall be less than the amount then due upon such obligations and coupons, such purchaser or purchasers may make such settlement by receipting on each obligation the amount to be credited thereon, and at any and every such sale the Trustee Vendor, or any or all of the holders of said obligations, may bid for and purchase said coaches, their equipment and appurtenances, and, upon compliance with the terms of sale, may hold, retain and dispose of the same without further accountability therefor.

(XIV) All covenants, conditions, stipulations, promises and agreements in this indenture contained by or on behalf of the Trustee Vendor, or the Vendee, shall bind and be binding on

their respective successors and assigns, whether so expressed or not.

(XV) If the Vendee shall well and truly pay the sums of money hereinbefore reserved to be paid, according to the terms and conditions of this agreement, and evidenced by said obligations and the coupons thereto annexed, and shall perform and observe all of the covenants, conditions and stipulations by it in this indenture covenanted to be performed and observed, according to the true intent and meaning thereof, then and in that case, upon the — day of —, 19—, or immediately thereafter, the Trustee Vendor covenants to convey to the Vendee the said coaches hereinbefore described, or such thereof as may then be subject to the terms of this agreement.

(XVI) The Trustee Vendor undertakes to perform the obligations and duties imposed upon it hereby, upon and only upon, the following terms and conditions, to wit:

(1) That it shall incur no liability or responsibility whatever for any destruction, deterioration, injury or damage which may be done or occur to any of the coaches, their equipment and appurtenances herein described or intended so to be.

(2) It shall be no part of the duty of the Trustee Vendor to record or file these presents, or refile or renew the same, in any office, required by law, or do any act for the maintenance of the title to said coaches, their equipment and appurtenances, in it, for the purpose of securing the payment of said obligations, or to give notice of its title, or to extend or supplement the same, nor shall it be any part of the duty of the Trustee Vendor to pay, or keep itself advised as to the payment of, insurance premiums, license fees, charges, taxes and assessments, nor to effect insurance upon said coaches, their equipment and appurtenances, but the Vendee shall and will do all things needful in that behalf. The Trustee Vendor may, however, in its discretion, at the expense of the Vendee, do any or all of the matters and things in this paragraph set forth, or require the same to be done.

(3) The Trustee Vendor shall not be liable for any neglect or omission or wrongdoing by any agents or attorneys employed by it hereunder, reasonable care being exercised in their selection; nor shall it be otherwise answerable hereunder save for its own wilful negligence and default.

(4) The Trustee Vendor shall be protected in acting upon

any resolution, notice, request, consent, certificate, affidavit, voucher, or other paper or document believed by it to be genuine and to have been passed or signed by the proper party.

(5) The Trustee Vendor shall be under no obligation or duty to perform any act hereunder, or to defend any suit in respect hereof, unless first indemnified to its satisfaction; nor shall the Trustee Vendor be bound to recognize any person as an obligation holder unless his obligations are submitted to the Trustee Vendor for inspection and his title satisfactorily established, if disputed.

(6) The exclusive right of action hereunder shall be vested in the Trustee Vendor until the refusal of the Trustee Vendor so to act; and no obligation holder shall have a right to enforce these presents until after demand made upon the Trustee Vendor, accompanied by a tender of indemnity satisfactory to it, as aforesaid, and refusal of the Trustee Vendor so to act.

In witness whereof the A. B. Trust Company, Trustee Vendor as aforesaid, by its president and secretary thereunto lawfully authorized by action of its board of directors, has hereunto set its corporate name and affixed its corporate seal: and The C. D. & E. F. Electric Railway Company, Vendee as aforesaid, by its president and secretary thereunto lawfully authorized by action of its board of directors, has hereunto set its corporate name and affixed its corporate seal.

This instrument is dated for convenience this — day of —, 19—, but is actually executed, acknowledged and delivered this — day of —, 19—, in triplicate.

Signed, sealed and
acknowledged in
presence of
—,
—.

The A. B. Trust Company
By — President,
[CORPORATE SEAL] — Secretary.

The C. D. & E. F. Electric Railway Company.
By —, President.
[CORPORATE SEAL] —, Secretary.

(Certificates of acknowledgment, form No. 3.)

AFFIDAVIT OF AGENT OF TRUSTEE VENDOR

State of Ohio —, }
County of —. } ss.

X. Y., being first duly sworn, says that he is — of The A. B.

Trust Company, the vendor in the foregoing conditional sale agreement therein designated as the "Trustee Vendor," that he is duly authorized in the premises, that the amount of the claim which said vendor has against The C. D. & E. F. Electric Railway Company, the vendee under said conditional sale agreement, is \$50,000. represented by the certain 100 obligations of said The C. D. & E. F. Electric Railway Company of the par value of \$500. each, bearing interest at the rate of 6 per cent. per annum, payable semi-annually, ten of said obligations maturing on the first day of January 19—, and thereafter on each succeeding first day of July and first day of January ten of said obligations, until the — day of —, 19—. X. Y.

Sworn to and subscribed by me by said X. Y., this — day of —, 19—.

CHAPTER XIX.

CONTRACTS.

NOTE.

A contract is an agreement, upon sufficient consideration, between two or more persons to do or not to do a particular thing.¹

The following classes of contracts are required by statute to be in writing, or to have some note or memorandum thereof in writing, and signed by the party to be charged therewith, or some other person thereunto by him or her lawfully authorized.

The agreement of one person to answer for the debt, default or miscarriage of another.

The agreement of an executor or administrator to answer damages out of his own estate.

An agreement made upon consideration of marriage.

A contract or sale of lands, tenements and hereditaments, or any interest in, or concerning of them.

An agreement that is not to be performed within the space of one year from the making thereof.²

No lease, estate or interest, either of freehold or term of years, or any uncertain interest of, in, or out of lands, tenements, or hereditaments, shall be assigned, or granted, except by deed, or note in writing signed by the party so assigning or granting the same, or his agent thereunto lawfully authorized, by writing.³

The affixing of a seal does not give a written instrument any additional force or effect, or in any way change its construction.⁴

¹ Lawler v. Burt, 7 O. S. 341 (350).

³ Rev. Stats., § 4198.

² Rev. Stats., § 4199.

⁴ Rev. Stats., § 4.

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No. 424.**(a) SKELETON FORM OF CONTRACT.**

This agreement, made and concluded at —, Ohio, this — day of —, 19—, by and between —. (If a corporation, "The — Company, a corporation duly organized under the laws of —"; if a partnership, "— and —, partners trading as —") of —, Ohio, party of the first part, and — of —, Ohio, party of the second part, witnesseth:

That said party of the first part, in consideration of the promises and agreements of said party of the second part herein set forth, hereby promises and agrees —.

In consideration whereof, said party of the second part hereby promises and agrees —.

It is mutually agreed by and between the parties hereto, upon the considerations aforesaid —.

In witness whereof the parties have hereunto set their hands to duplicates hereof the day and year first above written.

In presence of _____,
_____, _____.

(If executed for either party by agent, or attorney in fact, the signature should be:

_____ (name of party).
by _____, agent, (or, attorney in fact).

(b) BUILDING AND CONSTRUCTION CONTRACTS.**No. 425.****BUILDING CONTRACT, SHORT FORM.**

This agreement, made and concluded this — day of — 19—, by and between — of —, party of the first part, and — of —, party of the second part,

Witnesseth, that said party of the second part, in consideration of the sum of — dollars (\$—), to be paid as hereinafter specified, hereby agrees to furnish unto said party of the first part, all the labor and materials required for the — of a certain — to be erected for — on —, in accordance with plans, drawings and specifications for the same as prepared and furnished by — now on file at —, which plans, drawings and specifications are hereby made a part of this contract. ↑

Said party of the second part further agrees to furnish said materials and to do the said work promptly, in a workmanlike manner, without hindrance or delay to any other branch or class of work on said structure, and to work in harmony with and to render such assistance to said other branches of work as his connection therewith and the progress of said structure may require.

And said party of the first part, in consideration of the true and faithful performance of said work and furnishing of said materials as aforesaid, hereby agrees to pay unto said party of the second part said sum of \$—— in instalments, from time to time, upon the certificate of —— as follows: —— and the remainder thereof when the aforesaid materials shall all have been furnished and said labor shall have been completed and accepted.

In witness whereof the parties have hereunto set their hands to duplicates hereof the day and year first above written.

In presence of _____,
 _____,
 _____, _____.

No. 426.

BUILDING CONTRACT, WITH PROVISION FOR ARBITRATION.

This agreement made and concluded at ——, Ohio, this —— day of ——, 19—, by and between ——, party of the first part, and ——, party of the second part, witnesseth:

That said party of the first part, in consideration of the promises and agreements of said party of the second part herein set forth, hereby promises and agrees to furnish all the labor and materials for the —— in accordance with the plans, drawings and specifications prepared by ——, architect, and now on file in the office of said architect, which plans, drawings and specifications are hereby made a part of this agreement.

Said party of the first part agrees to finish the several parts of said work, as follows, —— and to complete all of said work on or before ——, 19—.

In consideration of the furnishing of said materials and the performance of said work, said party of the second part hereby agrees to pay to said party of the first part the sum of ——

dollars (\$——), in installments from time to time, upon certificates of said architect, as follows: — and the remainder thereof within —— days after final completion of the work.

It is mutually agreed by and between the parties hereto upon the considerations aforesaid:

(1) That all of said work shall be performed under the supervision of said architect, whose decision as to the true meaning and intention of said plans, drawings and specifications shall be final. If at any time it shall appear that the work hereby intended to be done, or any matters relating thereto, are not fully detailed or explained in said plans, drawings and specifications, said party of the first part shall apply to said architect for such further drawings or explanations (consistent with the original plans, drawings and specifications), as may be necessary, and shall conform thereto as a part of this agreement.

(2) Said party of the first part shall permit said party of the second part, said architect, and all persons authorized by said party of the second part, to visit and inspect said work at all times during its progress and shall provide ample and proper facilities for such inspection.

(3) All work condemned by said architect shall be immediately taken down and all materials condemned by said architect shall be immediately removed from the premises, by said party of the first part.

(4) The work shall be performed strictly in accordance with said plans, drawings and specifications, and no alterations shall be made therein except upon the written order of said architect, which order shall specify the amount to be added to or deducted from the contract price by reason of such alteration.

(5) If at any time said party of the first part shall refuse or fail to furnish materials as required by said plans and specifications, or shall in any manner fail to promptly commence and to diligently prosecute the work, or shall make default in the performance of any of the agreements herein contained on the part of said party of the first part to be performed, said architect shall in writing notify said party of the first part to that effect.

If said party of the first part, within three (3) days after receipt of such written notice, shall fail to take such measures as, in the opinion of said architect, will make good such default

and insure the satisfactory completion of the work within the time limited therefor, and in accordance with the terms of this contract, the said architect shall then notify said party of the second part to that effect, and said party of the second part may then furnish such materials or labor, and may deduct the expense thereof from any moneys at any time due to said party of the first part; and said party of the second part may, at — option, terminate this contract and may complete the work provided for by this agreement; and may use all materials, tools, machinery and appliances which may then be upon the premises, or said party of the second part may procure other materials, tools, machinery and appliances, and may employ any other person or persons to complete the work and to furnish the materials therefor, and may charge the expense thereof to said party of the first part. In the event of such termination of this contract, no further payment shall be made to said party of the first part until final completion of the work. If at such time the expense of finishing the work is less than the sum which would have been payable under this contract if the same had been completed by said party of the first part, the difference shall be paid to said party of the first part, but in case such expense is greater, such excess shall be paid by the party of the first part to the party of the second part on notice so to do.

The expense of furnishing such materials or labor or of completing the work shall be certified by the architect, whose certificate thereof shall be final and binding upon both parties hereto.

(6) No certificate given or payment made under this agreement shall be conclusive evidence of the performance of this contract, either in whole or in part, and no payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with said plans, drawings and specifications.

(7) Said party of the second part may retain, out of any moneys at any time due to said party of the first part, a sum sufficient to pay all persons who have performed labor or furnished materials for the work included in this contract, and who shall have filed attested accounts thereof with said party of the second part at any time before final completion and acceptance of the work, and said sums may be retained until satisfactory evidence

is furnished to said party of the second part that all of such claims have been fully satisfied.

(8) Should any delay in the performance of said work be caused by other contractors on the work **without** the fault of said party of the first part, or by general labor strikes or lock-outs in the building trade, or by fire or other accidental causes not due to the wrongful act or default of said party of the first part, any and every such delay shall work a corresponding extension of the time herein limited for the completion of the work, the time of such extension being determined by said architect: provided, however, and on condition that said party of the first part shall give written notice thereof, specifying the cause of such delay, to said architect within three days after the occurrence thereof.

(9) In the performance of said work said party of the first part shall in all respects conform to and obey all laws and ordinances which may be applicable thereto and shall indemnify said party of the second part against all loss or damage incurred by reason of the violation of any law or ordinance.

(10) Said party of the second part shall insure the buildings and work herein provided for, and shall keep the same insured during the progress of said work, in the amount of — dollars (\$—), the loss being made payable to the parties hereto as their interest may appear.

(11) If any controversy or difference shall arise between the parties hereto with respect to any matter or thing arising under this agreement, except such matters as are hereinbefore left to the sole determination of said architect, each and every such controversy or difference shall be submitted to the decision of three disinterested arbitrators, one to be chosen by each of the parties hereto and the third by the two so chosen; and the award of a majority of said arbitrators shall be final and conclusive upon the parties hereto.

IN WITNESS WHEREOF the parties hereunto have set their hands to duplicates hereof the day and year first above written.

In presence of

No. 427.**BUILDING CONTRACT, ANOTHER FORM, WITH BOND
TO SECURE PERORMANCE.**

This agreement made and concluded at — this — day of —, 19—, by and between — of —, party of the first part, and — of —; party of the second part.

Witnesseth, that said party of the first part has agreed, and by these presents hereby agrees with said party of the second part, for the considerations hereinafter mentioned and under the penalty expressed in a bond dated —, 19—, and hereto annexed, marked "Exhibit A," and made a part hereof, to furnish all the labor and materials for the completion of the — in conformity to the specifications attached hereto marked "Exhibit B" and made a part hereof, and the drawings and plans of said work now on file in the office of —, Architect, and to the satisfaction and acceptance of the said Architect, and whenever it appears that the work hereby intended to be done, or any of the matters relating thereto, are not fully detailed or explained on the said drawings or plans, or in the said specifications, said party of the first part shall apply to said Architect for such further drawings or explanations as may be necessary, and shall conform to the same as a part of this contract.

Said party of the first part shall permit said party of the second part, said Architect, and all persons authorized by said party of the second part, to visit and inspect said work at all times during its progress and shall provide sufficient, safe and proper facilities for such inspection.

Said party of the first part shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof at such times and in such order as the said Architect may direct, in accordance with the time schedule for the completion of the work contained in said specifications and shall wholly finish said work to the acceptance of said party of the second part on or before the — day of —, 19—, and in default thereof said party of the first part shall pay to said party of the second part — dollars (\$—) for every day thereafter that said work, or the several parts thereof, as provided in said time schedule, shall remain unfinished, as and for liquidated damages.

Said party of the second part may order a discontinuance for a time of the work herein provided for, at his option, postponing the completion of said building until such time as he may designate, and said party of the second part shall not be liable to said party of the first part for any neglect, default or delay of any other contractor upon this building nor shall any such neglect, default or delay of any other contractor or alterations which may be required in said work or any damage that may happen thereto by fire, or otherwise, release said party of the first part from the obligation to finish the said work within the time aforesaid, or from the damage to be paid in default thereof unless the said Architect shall certify that an allowance of additional time ought to be made, in which case said party of the first part shall be released from the payment of the stipulated damages for the additional time certified and no more.

Claims by said party of the first part for damages by reason of any delay on the part of said party of the second part shall not be allowed, but any such delay shall work a corresponding extension of the time for the completion of the contract. The whole of the work provided for in these specifications must be done to the full satisfaction of, and final acceptance by, said party of the second part.

All work done under these specifications is at the risk of the party of the first part until the entire building is completed, all to be properly protected from the weather, from fire, and as far as possible from all sources of injury at all times, and all damaged work must be replaced by first-class work upon demand of said party of the second part.

Said party of the second part shall have the right to control the occupation of the lands upon which the work is carried on, as to use and location of sheds, storage of material or other use of the same by said party of the first part, and may require — to procure other grounds for storage.

Said party of the first part shall indemnify and save harmless said party of the second part from all injury and damage of any kind to the property of said party of the second part, or any other corporation or person, and from all claims for damages caused by said party of the first part, — servants or agents, in the execution of this contract, and shall indemnify and save harmless said party of the second part from all claims of any and

all persons against said party of the first part, or said party of the second part, for damage to persons or property on account of any injury to person or property arising from or growing out of the construction of said work, including all claims in consequence of any negligence of said party of the first part,— servants or agents, in the prosecution of the work contemplated by the contract, or in consequence of any negligence in guarding the same, or by reason of any improper materials, equipment, appliances or furnishings used in said work; or on account of any act or omission on the part of said party of the first part, or — servants or agents, and against all claims of whatsoever kind or nature.

All measurements and determinations of quantities shall be made by said Architect and his measurements and determinations shall be final and conclusive.

All necessary expenses are provided for by the amount contracted hereby to be paid said party of the first part, so that said amount will cover the entire cost to said party of the second part.

If at any time said Architect shall be of the opinion that said work is not begun within the time specified, or that it is unnecessarily delayed, and will not be finished in the prescribed time for completing the same, or has been abandoned by the party of the first part, he shall notify said party of the first part in writing to that effect.

If said party of the first part, within three (3) days after receipt of such written notice, shall not take such measures as in the opinion of said Architect will insure the satisfactory completion of the work in the prescribed time for completing the same, and in accordance with the terms of the contract, the said Architect shall then notify said party of the second part to that effect, and said party of the second part may then notify the party of the first part that — has forfeited — rights under this contract and said party of the first part shall immediately respect such notice and stop work, and — shall cease to have any rights under this contract or possession of the work thereunder.

Said party of the second part, after the service of said notice of forfeiture, shall have the right to complete the work herein prescribed, and to use such tools, machinery and materials as — may find upon the work, or to procure other tools, machinery

and materials for the completion of the same, and may, at — option, complete the work by contract or otherwise and charge the expense thereof to said party of the first part, and the amount so charged shall be paid by said party of the second part out of any moneys due, or that would thereafter become due to the party of the first part by virtue of this contract had the conditions and requirements of these specifications and the contract for the work herein provided for been compiled with by said party of the first part. In case such expense is less than the sum which would have been payable under the contract if the same had been completed by the party of the first part, — shall be entitled to receive the difference, and in case such expense is greater, such excess shall be paid by the party of the first part to said party of the second part on notice so to do.

Said party of the first part shall not assign, transfer or sublet the whole or any part of the work to any other person or persons without the consent of said party of the second part, in writing and endorsed hereon.

Said party of the first part shall furnish a bond in the sum of fifty per cent. (50%) of the contract price, with such sureties as shall be approved by said party of the second part, for the full and faithful performance of the work herein specified, and to do and perform all and singular the terms, conditions and requirements of the plans and specifications in the contract provided to be done and performed by said party of the first part, and conditioned to indemnify and save harmless said party of the second part from all claims, suits and actions of every name and description brought against said party of the second part for or on account of any injury or damage to person or property arising from or growing out of the construction of said work, or the doing of any of the work herein described, and conditioned to indemnify and save harmless said party of the second part from all claims, suits and actions of every name and description brought against said party of the second part for or on account of damages or royalty, or for the use of patents or patented appliances or materials used in the work herein specified to be done, and for all costs growing out of any such claims, suits or actions.

Said party of the first part, for the consideration herein stipulated to be paid to —, shall pay all royalties upon any patented article, appliance or material necessary to be used in the work,

and the costs of the perpetual right to use such patented article, appliance or material, or any of their parts.

Approximate estimates will be made monthly by the said Architect of the amount, in his opinion, of acceptable work done, and ninety per cent. (90%) of said estimates, after deducting former payments from said ninety per cent. (90%) will be paid within ten (10) days after the same is duly approved by said party of the second part; but the making of any such estimates or payments thereon shall not be taken or construed as an acceptance by said party of the second part of any such work or material so estimated. Final payment will be made one month after the completion of the work by said party of the first part, and when the same has been approved as in perfect and finished condition by said Architect, and accepted by said party of the second part, and after all the conditions of the contract have been complied with.

No claims for extra work shall be made unless the same be done in pursuance of a written order from said Architect and given to said party of the first part prior to the doing of said extra work.

Said party of the first part must deliver to the said Architect on or before the 10th day of each month, a written statement of the amount of such claims, if any, for extra work done, and extra materials furnished during the previous month, or for any extra expense incurred from any cause whatever; and any and all such claims for extras during that month, not presented in accordance with these provisions shall be forfeited and waived, and no claim shall be made or allowed therefor.

The decision of the said Architect upon the allowance or disallowance of any claims for extras shall be final.

Before each payment, said party of the first part shall, if required, produce a certificate from the county recorder that all work done under this contract is free from all liens or claims chargeable to said party of the first part, and in case any such are filed, all payments shall be suspended until the same are cancelled or discharged.

Said party of the second part may retain, out of any moneys at any time due said party of the first part, a sum sufficient to pay all persons who have performed work or furnished material for the work herein contracted for, and who shall have filed an at-

tested account of such claim with said party of the second part during the progress, or before the final completion and acceptance, of said work, stating that any balance for such work or materials is still due and unpaid, which amount may be retained until satisfactory evidence is furnished that said balance has been fully paid. And if said evidence is not furnished before the final payment under this contract falls due, said party of the second part may pay said balance to the person claiming it, and charge the amount to said party of the first part, as payment, to the amount thereof, on this contract.

Said party of the first part shall well and truly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished material for said party of the first part in the execution of this contract, and who shall have previously filed an attested account of such claims with said party of the second part and all bills, costs or claims of whatever kind which would in law or equity become a lien upon said work, or a charge against said party of the second part; but in case said attested claims, bills or costs are not paid or adjusted to the satisfaction of said party of the second part, then it is agreed that said party of the second part may proceed as in the preceding section of this agreement.

If said party of the first part shall at any time, or in any manner, assign or transfer, part with, mortgage, sub-let, pledge or in any way incumber this agreement without the written consent of said party of the second part, the same may work a forfeiture of this contract on the part of said party of the first part, at the option of said party of the second part.

The workmanship and all materials used in the construction of the work, or any part thereof, shall be first-class and of the best quality of the kind required, and in accordance with these specifications and the directions of the said Architect and to his satisfaction, and shall be at all times subject to his inspection, and rejection, and all materials condemned by him shall be immediately removed from the premises.

Should it become necessary to retain any faulty work which, if remodeled, would cause undue risk, injury or delay, a sum, to be determined by said Architect, but not exceeding the whole value of such work and material, if correct, will be deducted from the contract price. The inspection shall not relieve said

party of the first part from any obligation to perform the work strictly in accordance with the plans and specifications, or any modification thereof, as herein provided, and work not so constructed shall be removed and made good by said party of the first part and whenever so ordered by the said Architect without reference to any previous oversight or error in inspection, and the reservations herein made of authority in the said Architect and the said party of the second part and agents, to inspect and reject materials, or elsewhere made in this contract, shall not be deemed any reservation of authority or control in said architect or other agents of said party of the second part of the mode and manner of doing the work herein contracted for, but all such authority and control as to the mode and manner of doing such work shall be in said party of the first part, and all liability arising out of the mode and manner of doing such work shall be the liability of said party of the first part in every case.

Said party of the first part shall give the work — constant supervision or employ some competent person to superintend it for — who shall be acceptable to the said Architect, and execute all orders given by the said Architect as herein provided.

Said party of the first part shall discharge, upon request of the said architect, any employe who is disorderly or incompetent or doing dishonest work, and the said employe shall not again be employed upon the work.

In consideration of the fulfillment of this agreement by said party of the first part, the said party of the second part contracts and agrees to pay said party of the first part the sum of — dollars (\$—), subject to additions or deductions, as hereinbefore provided, and that such price shall be paid to said party of the first part in installments as follows: —

It is further mutually agreed between the parties hereto that no certificate given or payment made under this contract shall be conclusive evidence of the performance of this contract, either in whole or in part, against any claim of the said party of the second part to the contrary, in any suit or proceeding whatever.

In witness whereof, the parties hereunto have set their hands to duplicates hereof the day and year first above written.

In presence of

 Party of the first part.

 Party of the second part.

*“Exhibit A.”*BOND BY CONTRACTOR TO SECURE PERFORMANCE
OF THE FOREGOING CONTRACT.

Know all men by these presents, that we, —, as principal, and — as sureties, are held and firmly bound unto — in the sum of — dollars (\$—) for the payment of which well and truly to be made we do hereby severally bind ourselves, our heirs, successors, executors and administrators, firmly by these presents.

The conditions of this obligation are such that whereas, the said above named principal, did, on the — day of —, 19—, enter into the foregoing agreement with the said —, which said agreement is made a part of this bond, the same as if fully set forth herein;

Now, if said party of the first part in the said foregoing agreement shall well and truly execute all and singular the stipulations of said foregoing agreement by — to be executed, and shall pay all just and legal claims for labor performed upon and for materials furnished for the work specified in the said agreement, and shall indemnify and save harmless the said — from all suits and actions and claims of every name and description brought against the said — for or on account of any injury or damage to persons or property arising from or growing out of the construction of said work, or the doing of any of the work described in said agreement, and shall indemnify and save harmless the said — from all claims, suits and actions of every name and description brought against said — for or on account of damages or royalty or for the use of patents or patented appliances or materials used in the work herein specified to be done, and for all costs growing out of any such claims, suits or actions, then this obligation shall be void; otherwise to remain in full force and effect; we agreeing and hereby consenting that this undertaking shall be for the use of any laborer or material man having a just claim, as aforesaid, as well as for the said —, and further that the parties to the foregoing agreement may, from time to time, and as often as they see fit, make any additions to, omissions from or modifications of, the work and the said agreement which in the judgment of the said parties do not materially increase the liability thereon without

consulting the sureties hereon, and without in any way affecting their liability hereon.

Witness our signatures, this — day of —, 19—.

Signed in the presence of

—, —,
—, —.

“*Exhibit B.*”

Specifications.

NOTE.

For provision in bond of contractor for payment of claims of laborers and material men, see *American Surety Co. v. Raeder*, 15 C. C. 47; *Henry v. Krim*, 39 W. L. B. 78.

For construction of various clauses in building contracts, see the following decisions:

“Monthly estimates,” *Rutherford v. Brachman*, 40 O. S. 604.

Work to be satisfactory to architect, *Marshall v. Ames*, 11 C. C. 363; *Wicker v. Messinger*, 22 C. C. 712; *Ashley v. Henahan*, 56 O. S. 559; or to owner, *Elsas v. Meyer*, 21 W. L. B. 346.

Time of completion, to be of the essence of the contract, *Johnson v. Slaymaker*, 18 C. C. 104.

Written order of architect, before claims for extras allowable, *Ashley v. Henahan*, 56 O. S. 559.

Rights of parties where building damaged by fire or storm, before completion, while in possession of contractor, *Bailey v. Brown*, 9 C. C. 455; *Lumber Co. v. Purdun*, 41 O. S. 373; and where contract has been substantially, but not completely performed, *Goldsmith v. Hand*, 26 O. S. 101; *Ashley v. Henahan*, 56 O. S. 559.

(c) CONTRACTS BETWEEN EMPLOYER AND EMPLOYEE.

No. 428.

CONTRACT BETWEEN CLERK, SALESMAN OR CASHIER AND EMPLOYER.

This agreement made and concluded at — this — day of —, 19—, by and between A. B., of —, party of the first part, and C. D., of —, party of the second part, witnesseth:

That said party of the first part in consideration of the promises and agreements of said party of the second part herein contained hereby promises and agrees to enter into the employ of said party of the second part for the period of one year from

the date hereof as clerk (or, salesman, or, cashier) in his store, and to faithfully, honestly and diligently perform such duties as may be required of him in that capacity by said party of the second part.

In consideration whereof said party of the second part hereby promises and agrees to pay to said party of the first part the sum of — dollars (\$—) per week at the end of each and every week during said period of one year.

It is mutually agreed by and between the parties hereto that said party of the second part may rescind and annul this agreement at any time before the expiration of said period of one year if said party of the first part shall fail to perform his duties properly and diligently, or shall fail to be temperate and honest.

In witness whereof the parties have hereunto set their hands to duplicates hereof this — day of —, 19—

In presence of

—

A. B.

C. D.

No. 429.

CONTRACT BY MANUFACTURER, CREATING EXCLUSIVE AGENCY FOR CERTAIN TERRITORY, AND PERMITTING AGENT TO SELL NON-COMPETING ARTICLES.

This agreement made and concluded at —, Ohio, this — day of —, 19—, by and between The A. B. Company, a corporation organized under the laws of —, and engaged in the manufacture of cigars at —, party of the first part, and C. D. of —, party of the second part, witnesseth:

That said party of the first part has appointed and by these presents does hereby appoint said party of the second part as its sole and exclusive agent for the sale of cigars of its manufacture in the States of Ohio, Indiana, and Michigan to the jobbing and first-class retail trade, for the period of one year beginning on —, 19—, and ending on —, 19—, and said party of the first part in consideration of the promises and agreements of said party of the second part herein contained hereby promises and agrees:

- (1) to pay to said party of the second part of the following commissions on all cigars by it sold in said States of Ohio,

Indiana and Michigan during the continuance of this agreement, whether said sales be made directly through said party of the second part or through mail orders, or through any other means or agencies whatever:—on sales to the jobbing trade, — per cent.; on sales to the retail trade, — per cent.;

- (2) to render a true and accurate statement to said party of the second part, on the first day of each and every month during the continuance of this agreement, showing the number, kind and amount of cigars shipped by said party of the first part into said States of Ohio, Indiana and Michigan during the month next preceding, and to then pay to said party of the second part his commissions on such sales;
- (3) to furnish said party of the second part with a reasonable quantity of samples, which shall remain the property of said party of the first part;
- (4) to promptly fill all orders received from said territory with cigars equal to the samples so furnished to said party of the second part.

In consideration whereof, said party of the second part hereby promises and agrees;

- (1) to enter the employ of said party of the first part for said period of one year, and to faithfully and diligently endeavor to sell the cigars of the manufacture of said party of the first part within said territory;
- (2) to call on said trade at least once in each ninety days during the continuance of this agreement;
- (3) to report his sales to said party of the first part daily, if practicable, and at least three or four times each week;
- (4) not to handle or sell, during the continuance of this agreement, any "*Seed and Havana*" Cigars, such as the "*X. Y*" brand, excepting cigars manufactured by said party of the first part;
- (5) to pay all of his own travelling expenses and hotel bills, hereby waiving all claims therefor against said party of the first part.

It is mutually agreed by and between the parties hereto on the consideration aforesaid;

- (1) that said party of the second part may handle and sell, during said time and within said territory, cigars of other manufacture, which are of different grades than the cigars hereinbefore described;
- (2) that said party of the second part shall not be entitled to commissions on any shipments of goods into said territory which may be refused by the consignee, or returned to said party of the first part. If commissions have been paid on any shipments which are refused or returned, said party of the first part may deduct the same from its next payment to said party of the second part;
- (3) that said party of the first part may, without liability for commission, reject orders received from said territory in the event the parties by whom said orders are given are regarded by said party of the first part as unworthy of credit.

In witness whereof the parties hereto have set their hands to duplicates hereof the day and year first above written.

The A. B. Company.

By _____,

C. D.

No. 430.

CONTRACT BETWEEN MANUFACTURER AND TRAVELLING SALESMAN, ON COMMISSION, WITH ADVANCES FOR EXPENSES AND GUARANTY OF CERTAIN EARNINGS.

This agreement made and concluded at _____, Ohio, this _____ day of _____, 19____, by and between The A. B. Company, a corporation organized under the laws of Ohio, and engaged in the manufacture of _____ at _____, party of the first part, and C. D. of _____, Ohio, party of the second part, witnesseth:

That said party of the first part has employed and does by these presents hereby employ said party of the second part as travelling salesman in the State of Ohio for the period of one year beginning on _____, 19____, and ending on _____, 19____; and said party of the first part, in consideration of the promises and agreements of said party of the second part, herein contained, hereby promises and agrees;

- (1) to advance to said party of the second part for travelling expenses and hotel bills to be incurred in the performance of his duties the sum of — dollars per week, the same to be deducted from the commissions due said party of the second part for orders obtained by him;
- (2) to pay to said party of the second part a commission of — per cent. on all orders for goods obtained by said party of the second part which are accepted and filled by shipment by said party of the first part;
- (3) to render to said party of the second part, at the expiration of each three months from the commencement of this agreement, an itemized statement showing the orders for goods obtained by said party of the second part, accepted and filled by shipment by said party of the first part during the three months next preceding; and to then pay to said party of the second part his commission on such orders after deducting the amounts advanced to said party of the second part as hereinbefore provided;
- (4) if the commissions so earned by said party of the second part, during any such period of three months, amount in the aggregate to less than the sum of — dollars, said party of the first part promises and agrees to pay to said party of the second part the difference between the amount of commissions so earned and said sum of — dollars; it being the intent of said party of the first part to guarantee to said party of the second part gross earnings of — dollars for each period of three months during the continuance of this agreement.

In consideration whereof said party of the second part hereby promises and agrees;

- (1) to enter the employ of said party of the first part for said period of one year, and to devote his entire time and attention to said service;
- (2) not to handle or sell, during the continuance of this agreement, any goods, wares or merchandise, excepting those of the manufacture of said party of the first part;
- (3) to report his sales to said party of the first part daily, if practicable, and at least three or four times a week;
- (4) not to make any collections from customers unless spe-

cially authorized and instructed so to do by said party of the first part.

It is mutually agreed by and between the parties hereto for the considerations aforesaid;

- (1) that the territory, within which said party of the second part shall travel, may be changed by said party of the first part in its discretion, but in case of any such change, the additional travelling expenses necessitated thereby, if any, shall be paid by said party of the first part;
- (2) that said party of the second part shall not be entitled to commissions on any shipments of goods on orders obtained by him, which may be refused by the consignees or returned to said party of the first part. If commissions have been paid on any shipments which are refused or returned, said party of the first part may deduct the same from its next payment to said party of the second part;
- (3) that said party of the first part may cancel and annul this agreement and revoke the employment hereby created, if, at any time during the continuance of this agreement, said party of the second part fails to perform his duties diligently, or fails to be temperate and honest, or fails to account for all transactions had by him as such salesman.

In witness whereof the parties hereto have set their hands to duplicates hereof the day and year first above written.

The A. B. Company,
By ———,
C. D.

NOTE.

For construction of provisions of similar contracts, see *Weik v. Williamson, etc., Co.*, 109 Mo. App. 6; 84 S. W. Rep. 144; *Menage v. Rosenthal*, 187 Mass. 470; 73 N. E. Rep. 537.

No. 431.**CONTRACT BETWEEN PUBLISHER AND CANVASSER,
WITH BOND TO SECURE PERFORMANCE.**

Dated at —, Ohio, — 19—.

This agreement made this — day of — A. D. 19—, by and between The — Company (hereinafter called the Company) and C. D. of —, Ohio (hereinafter called the Salesman), witnesseth: that the Company does hereby employ the Salesman, upon the following terms and conditions, to wit:

(1) The Company shall instruct the Salesman in its methods of selling its goods and otherwise conducting its business, by a trained representative, without cost to him for such instruction, except the Salesman's own travelling and hotel bills. The Salesman during such period shall be entitled to receive the commission allowed upon all goods sold by the trainer and himself.

(2) The Company will in writing assign the Salesman certain definite territory, within which he shall conduct his operations, and from time to time, when in its opinion the Salesman has efficiently worked such territory, make new assignments. The Salesman agrees to devote his entire time and attention and exercise his best judgment and abilities in the promotion of the interests of the Company; to that end he agrees to solicit diligently subscriptions for the publications of the Company, to canvass thoroughly and strictly confine himself within such territory as may be assigned him. He shall faithfully carry out the instructions of the Company relating to said business, make daily and weekly reports of his business upon blanks furnished to him, and keep the Company constantly informed as to his mail and telegraphic address. The Salesman shall keep all bills incurred in the prosecution of said business promptly paid; he shall incur no obligations in the name of the Company nor expose it to liability by his conduct. He shall not employ any sub-agent.

(3) The Company will furnish the Salesman with the — to meet his orders at the rate of — dollars per hundred, to be collected on the delivery of the goods to him, unless he has furnished a bond satisfactory to the Company and has requested accommodation thereon. After the Salesman has paid for and delivered — hundred —, he shall be entitled to a rebate of

— on all said — paid for by him thereafter at the rate of — per hundred, so long as this contract shall be in force, such rebate being payable on request therefor, providing returns for such goods have been received by the Company, and all other bills paid, except under conditions hereinafter mentioned.

It is hereby expressly understood and agreed, that the rebate above provided for is conditional on the fulfillment of the terms of this contract, and that such rebate shall be forfeited in case of:

- (a) Transgression of territory.
- (b) Failure to make full and accurate reports of all work done, as provided for by this contract.
- (c) Failure to return territory assignments, with full report of all goods sold and delivered in territory represented thereby.
- (d) Failure to sell and deliver at least — per calendar month.

(4) The Salesman shall sell the Company's publications strictly at the prices, from time to time, fixed by the Company.

(5) All letters of instruction, blank forms, and other documents furnished the Salesman, and lists of customers after the delivery of the orders, are to be returned to the Company upon the termination of this contract or upon demand by the Company, and this contract, all correspondence and other communications with the Salesman, and the methods of conducting business adopted and prosecuted by the Company are to be treated and held as strictly confidential during said employment and after its termination.

(6) This agreement is mutually binding upon the parties for the period of one year from the date hereof, and may be terminated upon written notice by either party at least thirty days prior to the termination of the year hereinbefore mentioned, and likewise at the end of each ensuing year, otherwise it shall continue in full force and effect for the succeeding year, provided, however, that the Company reserves the right to terminate it at any time on non-compliance by the Salesman with any of its terms.

(7) It is further expressly agreed by and between the parties hereto that said Salesman shall not, without the consent of the Company in writing, within six months after the termination of this contract, directly or indirectly, or in any capacity, whether upon his own account or in connection with any other per-

son or persons, as salesman or agent of any character for any other person, company or corporation, engage in any business of a character similar to that conducted by the Company which might in any manner be injurious to its interest.

(8) In case of the death of said Salesman, or his permanent disability, or at the termination of this contract, within ninety days after the happening of either of such contingencies, any rebates hereinbefore provided for then remaining in the hands of the Company shall be returned (1) to the wife, (2) to the children, (3) to the legal representative of the Salesman, as the case may be.

This contract shall take effect as of the — day of —, 19—, and supersedes all previous contracts between the parties.

In witness whereof, the parties have hereunto set their hands this day and year first above written.

Witness:

The — Company,
By —,
Title —

—
—

—, Salesman.

BOND.

Whereas, —, of — county of —, and State of —, has entered the employ of The — Company, of the city of —, county of —, and State of Ohio, and is to be entrusted with moneys, goods, effects, and credits belonging to said Company, during the term of said employment; and whereas, it is agreed that said — shall furnish to said The — Company, a bond with two sufficient sureties in the sum of — dollars (\$—) for the faithful performance, by him, of his undertakings, and faithful accounting for, and return of said moneys, goods, effects, and credits, held by said —, in trust, as aforesaid:

Now this instrument witnesseth, that we, said — as principal, and — of — county of — and State of — and — of — county of — and State of —, as sureties, are held and firmly bound unto the said The — Company, of — aforesaid, in the sum of — dollars (\$—), to the payment

of which, to the said Company, we bind ourselves, our heirs, our executors, and our administrators.

The condition of the above obligation is such, that if the said — shall fully and faithfully perform all the obligations and duties imposed upon him as required by the terms of his said employment, whether under special contract or otherwise, and shall make true and full accounting and restitution of any and all moneys, goods, effects, and credits entrusted to him, and pay any and all debts or obligations to said The — Company, whenever required so to do by the said The — Company or its agent, then this obligation shall be void; otherwise it shall be and remain in full force and virtue.

In witness whereof, we have hereunto set our hands, this — day of —, A. D. 19—.

Signed and delivered
in the presence of

—, Principal.

— }
— } Sureties.

—
—

No. 432.

AGREEMENT FOR SHIPMENT OF GOODS TO BE SOLD BY CONSIGNEE AS AGENT OF CONSIGNOR.

This agreement made and concluded at — Ohio by and between The — Company, of — Ohio, a corporation duly organized under the laws of Ohio, party of the first part, and — of —, party of the second part, witnesseth:

That said party of the first part, in consideration of the promises and agreements herein contained, has this day appointed, and does by these presents hereby appoint said party of the second part as its duly authorized agent in the city of — for the sale, on commission, of the consigned goods, wares, and merchandise hereinafter described.

Said party of the first part, in consideration of the promises and agreements of said party of the second part herein contained hereby promises and agrees;

- (1) to furnish and consign to said party of the second part, whenever and as long as said party of the first part may have the same in stock to enable it so to do, the goods,

wares and merchandise specified on the schedule hereto annexed, or on schedules or written requests of said party of the second part hereafter made; said schedules or written requests to specify the net amounts to be received by said party of the first part for said goods, wares and merchandise after the same shall have been sold by said party of the second part as such agent, and when said schedules or written requests, properly signed by said party of the second part, have been accepted by said party of the first part, the same shall be annexed to this contract and made a part hereof, subject, however, to all the agreements and conditions hereof;

- (2) to allow to said party of the second part by way of reimbursement for the transportation charges, insurance, taxes and other expenses paid by said party of the second part, and as commission to said party of the second part for services in selling said goods, wares and merchandise, all the surplus amounts realized from said sales, over and above the net amounts specified in said schedules or written requests; and in addition thereto to allow said party of the second part 5 per cent. on all sales for cash.

Said party of the second part, in consideration of the promises and agreements of said party of the first part herein contained, hereby promises and agrees;

- (1) to receive from the transportation companies all goods, wares, and merchandise, furnished and consigned under this agreement, and to pay all transportation charges on the same;
- (2) to furnish proper warehouse room for all goods, wares and merchandise furnished and consigned under this agreement, and to carefully preserve the same, so long as they remain in the possession of said party of the second part;
- (3) to pay any and all taxes that may be assessed on said goods, wares and merchandise while the same remain in the possession of said party of the second part, and to pay all license fees, rent and all other expenses incurred in the safe keeping and sale of the same, and to waive all claims against said party of the first part therefor;

- (4) to insure, and keep insured, all of said goods, wares and merchandise, for the full value thereof, in the name of said party of the first part, without expense to it, in companies to be approved by it, and to deliver all policies of insurance to said party of the first part; and in case of any neglect or failure to so insure and keep insured, to become personally responsible for all loss or damage that may result while said property remains in the possession of said party of the second part;
- (5) to keep samples of said goods, wares and merchandise exhibited in salesrooms suitable for the purpose, and to make all reasonable efforts to sell the same, and to make all sales in the name of said party of the first part;
- (6) to accept as full reimbursement for the transportation charges, insurance, taxes and other expenses paid by said party of the second part, and as full compensation and commission for services in handling and selling said goods, wares and merchandise, such surplus amounts as said party of the second part may realize from said sales, over and above the net amounts specified in said schedules or written requests; to look solely to said surplus so realized from sales for reimbursement and compensation, and to account to said party of the first part for all sales of goods, wares and merchandise at the net amounts specified in the schedules or written requests hereinbefore mentioned, without deductions or claims for expenses or services;
- (7) to remit to said party of the first part the proceeds of all cash sales less 5 per cent. discount on the day of sale, or the next day thereafter, by bank draft on New York or — payable to the order of said party of the first part; and to transmit to said party of the first part all notes received from purchasers on the first day of each and every month during the continuance of this agreement, and with each remittance of notes, to render a statement showing the number and kind of goods, wares and merchandise on hand and unsold;
- (8) to endorse and guarantee payment of all purchasers' notes, so transmitted, in the following form, to wit: "For value received, the undersigned hereby waive notice of

protest, demand and non-payment of the within note, and guarantee its payment at maturity." ;

- (9) to forward any goods, wares and merchandise received under this agreement, at any time, and as said party of the first part may direct, charging only actual cost of freight and cartage ;
- (10) to return, at the termination of this contract, if requested by said party of the first part, at its warehouse in — Ohio, all goods, wares and merchandise remaining on hand unsold, in good order and free of expense or transportation charges.

It is mutually agreed by and between the parties hereto, on the considerations aforesaid ;

- (1) that after the first consignment of goods under this agreement, the net amounts for which future consignments are to be accounted for shall be subject to such change as may be occasioned by the advance or decline in material and labor ;
- (2) that said party of the second part, in making sales of said goods, wares and merchandise, may accept the notes of responsible purchasers in payment, or part payment, endorsed and guaranteed by said party of the second part as herein provided ; said notes to be taken only on blanks furnished by said party of the first part, and made payable to said party of the first part ; to bear interest at the rate of 6 per cent. per annum from date until paid, and shall mature not later than — months from the date of sale, and made payable at the bank or express office nearest the residence of the purchaser, with the post office address of the purchaser distinctly written thereon ;
- (3) that in all cases where such purchasers' notes transmitted to said party of the first part, as herein provided, exceed in amount the sum to be accounted for as herein provided, the surplus of commission represented by said notes shall be paid to said party of the second part, when and for a pro rata share of the amount collected thereon by said party of the first part ;
- (4) that this agreement shall continue and remain in effect

until —, 19—, unless sooner rescinded by said party of the first part;

- (5) that this agreement is not assignable and if said party of the second part shall sell out, or otherwise retire from business during the continuance of this agreement, said party of the first part may immediately rescind this agreement, and revoke the agency created hereby;
- (6) that if said party of the second part shall fail to faithfully and diligently perform and discharge the agreements and obligations to be performed by said party of the second part under this contract to the satisfaction of said party of the first part said party of the first part may at any time rescind this agreement and revoke the agency created hereby;
- (7) that the title and ownership of all goods, wares and merchandise consigned under this agreement, and the proceeds thereof, shall be and remain in said party of the first part, until settlement shall have been made therefor by said party of the second part as herein provided; and that the money and property received by said party of the second part shall not under any circumstances or conditions be confused with the private business or appropriated to the private use of said party of the second part;
- (8) that the full and entire agreement between the parties hereto is contained in this writing.

In witness whereof the parties hereto have set their hands to duplicates hereof this — day of —, 19—.

The — Company,
By — Agent.

Taken by — agent,
subject to the approval of
The — Company.
Approved, — 19—.
The — Company.

—.

NOTE.

The foregoing form constitutes a contract of agency; a consignment under a del credere commission, and not a conditional sale. The test

is, whether the sender has a right to compel a return of the property sent, or whether the receiver has the option to pay in money. In re Galt, 120 Fed. Rep. 64; 9 Am. Bkry. Rep. 682; John Deere Plow Co. v. McDavid, 137 Fed. Rep. 802; 14 Am. Bkry. Rep. 653; D. M. Osborne & Co. v. Josselyn, 92 Minn. 266; 99 N. W. Rep. 890; Weir Plow Co. v. Porter, 82 Mo. 23; Monitor Mfg. Co. v. Jones, 96 Wis. 619; 72 N. W. Rep. 44. That the invoices accompanying the consigned goods sent under such an agreement, contained the words, "terms contract," "terms spot cash," "terms when sold," do not of themselves change the contract to one of sale. Bank v. Goodyear, 90 Ga. 711; 16 S. E. Rep. 962.

(d) CONTRACTS BETWEEN PUBLISHER AND AUTHOR.

No. 433.

CONTRACT BETWEEN PUBLISHER AND AUTHOR,
FOR SALE OF MANUSCRIPT, BEFORE COPYRIGHT.

This agreement made and concluded at — this — day of —, 19—, by and between — of —, party of the first part, and The — Company, a corporation duly organized under the laws of —, party of the second part, witnesseth:

That said party of the first part, in consideration of the promises and agreements of said party of the second part herein contained, hereby sells, assigns, transfers and sets over unto said party of the second part the manuscript of a certain literary work of which he is the author and proprietor, entitled —, together with all the literary property, right, title and interest in and to said literary work, and all the profit, benefit and advantage to be derived from printing, publishing and vending the same, hereby granting unto said party of the second part full power and authority to enter said literary work for copyright, and to apply for and receive the renewal and extension of said copyright, under the provisions of the laws of the United States.

Said party of the first part further promises and agrees, upon the consideration aforesaid;

- (1) to prepare a full index to said literary work and to deliver said manuscript and index to said party of the second part on or before —, 19—, said manuscript and index to be of sufficient length to constitute a book of at least — printed pages, of type and arrangement similar to a book entitled —;

(2) to superintend the printing of said work and to correct the proof thereof.

In consideration whereof said party of the second part hereby promises and agrees;

- (1) to pay to said party of the first part the sum of — dollars (\$—) as follows; — \$— cash in hand, the receipt of which is hereby acknowledged; \$— when said manuscript and index are delivered to said party of the second part as hereinbefore provided; and the balance of \$— when the proof of said work has been corrected and returned to the printer by said party of the first part:
- (2) to deliver to said party of the first part, free of cost, — copies of said book.

It is mutually agreed by and between the parties hereto on the considerations aforesaid that if said book when printed shall contain less than the number of pages above specified, then said purchase price shall be reduced in proportion to the number of pages short.

In witness whereof the parties have hereunto set their hands the day and year first above written.

In presence of

—

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—

No. 434.

CONTRACT BETWEEN PUBLISHER AND AUTHOR FOR PUBLICATION OF WORK, ON ROYALTY.

This agreement, made and concluded at —, this day of —, 19—, by and between —, of —, party of the first part, and The — Company, a corporation duly organized under the laws of —, party of the second part, witnesseth:

That, whereas, said party of the first part has in preparation, as author, a literary work entitled —, for the publication of which both parties hereto desire to provide.

Now therefore, said party of the first part, in consideration of the promises and agreements of said party of the second part herein contained, hereby promises and agrees;

- (1) to complete the manuscript of said literary work and deliver the same to said party of the second part on or before —, 19—; said manuscript to be of sufficient

- length to constitute a book of — printed pages, of type and arrangement similar to a book entitled —,
- (2) to superintend the printing of said work, and to correct the proof thereof.

In consideration whereof, said party of the second part hereby promises and agrees;

- (1) to obtain a copyright of said literary work in due form of law;
- (2) to stereotype, print, bind, manufacture and publish said literary work in the style best suited to the same; to keep the market fully supplied with copies of said literary work, and to use its best endeavors to sell the same during all of the times which said copyright, or any renewals thereof, shall remain in force;
- (3) to deliver to said party of the first part, free of cost, — copies of said book;
- (4) to render unto said party of the first part, semi-annually, on the first days of January and July, respectively, of each year after delivery of said manuscript, a report containing a statement of all sales of said work made by it during the six months ending on said respective days;
- (5) to exhibit to said party of the first part, on request, its printer's and binder's books, showing the number of copies of said literary work printed and bound;
- (6) to pay to said party of the first part the sum of — for each and every copy of said literary work sold by it, payable semi-annually on the first days of January and July, respectively, of each year after the delivery of said manuscript, for all copies of said literary work so sold by it during the six months next prior thereto.

It is mutually agreed by and between the parties hereto, on the considerations aforesaid;

- (1) that the stereotype and other plates made by said party of the second part and used in printing said work shall be the property of said party of the second part;
- (2) that in event of the bankruptcy or insolvency of said party of the second part, or in case said party of the second part shall fail to perform any of the agreements

on its part to be performed, as herein provided, the right is hereby given to said party of the first part to rescind this agreement, upon giving reasonable notice thereof; whereupon the right to publish said work shall revert to said party of the first part, who shall then have the right of purchasing the stereotype and other plates, then used in printing and publishing said literary work, at a fair valuation to be agreed upon by the parties hereto. In case said parties are unable to agree thereon, the valuation of said plates shall be referred to three arbitrators, one to be appointed by each of the parties hereto, and the third by the two thus chosen; the decision of any two of whom shall be final and binding, and each of the parties hereto shall pay one-half of the expenses of such reference. Upon payment of the amount of said valuation by said party of the first part, said party of the second part shall assign to him the copyright of said literary work without further compensation;

- (3) that this agreement shall inure to and be binding upon the executors, administrators, successors and assigns of the parties hereto.

In witness whereof, the parties have hereunto set their hands the day and year first above written,

In presence of

—
—

(e) CONTRACTS BETWEEN BROKER AND PRINCIPAL.

No. 435.

CONTRACT BETWEEN REAL ESTATE BROKER AND PRINCIPAL.

—, Ohio, —, 19—.

I, —, being the owner of the following described property to wit; —, a particular description of the buildings and improvements whereon is contained below, being desirous of selling the same, do hereby authorize —, and his sub-agents, to procure a purchaser for the same at a price not less than \$—, on the terms following; — or such other price and terms as may hereafter be accepted by me.

Upon the procurement of a purchaser, I agree to pay to said
 — a commission of —.

In presence of _____

Description of buildings and improvements —.

No. 436.

CONTRACT OF EXCLUSIVE AGENCY BETWEEN REAL
 ESTATE BROKER AND PRINCIPAL, TO CONTINUE
 UNTIL WITHDRAWN IN WRITING.

—, Ohio, —, 19—.

For and in consideration of the services to be performed by
 —, I hereby employ him as my sole and exclusive agent to
 sell for me the following described property, to wit: (description
 of property).

This employment and authority shall continue for the full
 period of — days from the date hereof, and thereafter until
 withdrawn by me in writing; and I agree to pay to said —
 in the event of the sale of said property by him or anyone else, in-
 cluding myself, while this contract is in force — dollars as his
 compensation hereunder.

NOTE.

See Kimmell v. Skelly, 130 Cal. 555; 62 Pac. Rep. 1067 for con-
 struction of a contract similar to the foregoing.

No. 437.

CONTRACT OF EXCLUSIVE AGENCY BETWEEN REAL
 ESTATE BROKER AND PRINCIPAL, PERMITTING
 BROKER TO BECOME THE PURCHASER.

—, Ohio, —, 19—.

In consideration that C. D., of —, shall purchase, or shall
 procure a purchaser for, the following described property, to wit:
 (description of property)

for the sum of \$— within — days from the date hereof, I
 hereby agree to convey said property by a good and sufficient
 deed of general warranty to said C. D., or to such purchaser as
 may be procured by said C. D., and I further promise and agree

to pay to said C. D. all money in excess of said sum of \$—— which may be paid for said property by a purchaser procured through the efforts of said C. D., and I further promise and agree that in case I shall sell said property during said time, without the agency of said C. D., I will pay to said C. D. —— per cent. of whatever sum or price may be paid me for the same.

A. B.

NOTE.

See *Goward v. Waters*, 98 Mass. 596 for construction of a contract similar to the foregoing.

No. 438.

CONTRACT BY BROKER TO PROCURE NEW LOCATION AND ADDITIONAL CAPITAL FOR MANUFACTURER.

This agreement made and concluded at —— by and between —— of ——, manufacturer, party of the first part, and ——, broker, of ——, Ohio, party of the second part, witnesseth:

That whereas, said party of the first part is engaged in the manufacture of ——, at ——, and desires to remove said manufacturing plant to a new location and to obtain funds for the purpose of enlarging and adding to said plant, and as additional working capital.

Now therefore, said party of the first part, in consideration of the promises and agreements of said party of the second part herein contained, hereby promises and agrees;

- (1) to pay to said party of the second part a sum equal to —— per cent. of the value of any and all lands, buildings, money and property that may be donated or given to and accepted by said party of the first part by any community or the citizens thereof as a result of the efforts or services of said party of the second part;
- (2) to pay to said party of the second part a commission of —— per cent. on all funds obtained as a result of the efforts of said party of the second part, whether said funds are realized from the sale of shares of capital stock or mortgage bonds of a corporation organized to own and operate said manufacturing plant, or otherwise,

either by a sale of interests in said plant, or loans or advances in other forms;

- (3) that the statements of fact contained in the letter of even date herewith from said party of the first part to said party of the second part, which is to be deemed a part of this agreement, are true.

In consideration whereof, said party of the second part hereby promise and agrees;

- (1) to faithfully and diligently endeavor, by personal services, advertisements, and other means, including subagents, to procure a suitable location for said manufacturing plant, together with donations of lands, buildings and other property, according to the requirements of said party of the first part as set forth in said letter of even date herewith, which may be acceptable to said party of the first part, and to obtain funds in the amount and form specified in said letter of even date herewith from said party of the first part to said party of the second part, or in such other amounts or forms as may be accepted by said party of the first part;
- (2) to report from time to time to said party of the first part as to his progress hereunder.

It is mutually agreed by and between the parties hereto on the considerations aforesaid;

- (1) that this agreement shall remain and be in force for a period of — months from and after the date hereof, and said party of the second part shall have said full period of — months in which to perform the agreements on his part to be performed hereunder;
- (2) that if said party of the first part shall remove said plant to a location obtained without the agency of said party of the second part, or shall rescind or revoke this agreement before the time limited for its expiration, or any extensions thereof, said party of the first part shall reimburse said party of the second part for all actual expenses incurred hereunder, and also pay to said party of the second part a reasonable compensation for his time expended and services performed;

- (3) that said party of the first part may reject any sites, locations, donations, etc., obtained through the efforts of said party of the second part ;
- (4) in the event that said party of the second part shall fail to obtain a suitable location, funds, etc., within the time limited for the expiration of this agreement, or any extensions thereof, said party of the second part shall receive no compensation for services or reimbursements for expenses, but if said party of the first part shall accept any sites, locations, gifts, donations or funds from communities or persons with whom said party of the first part is placed in communication or negotiation through the efforts of said party of the second part, then said commissions and compensations shall be deemed as earned and due, although said transaction and acceptance occur after the expiration of the time limited therefor.

In witness whereof, the parties have hereunto set their hands to duplicates hereof this — day of —, 19—.

In presence of

—

—
—

(f) CONTRACTS OF SALE.

No. 439.

CONTRACT FOR SALE OF STOCK IN TRADE, FIXTURES, LEASE AND GOOD WILL, WITH AGREEMENT OF SELLER NOT TO RE-ENGAGE IN COMPETING BUSINESS.

This agreement made and concluded at — Ohio by and between A. B., of — Ohio, party of the first part, and C. D., of — Ohio, party of the second part, witnesseth :

That said party of the first part hereby promises and agrees to sell, and said party of the second part hereby promises and agrees to buy, the following described goods, wares, merchandise, chattels and effects, to wit: all the stock in trade and fixtures now contained and being in and about premises known as Number —, — Street, in the city of —, Ohio, together with the good will established by said party of the first part in connection with the (*dry goods, retail drug, men's furnishing, etc.*) business heretofore conducted by him in said city, and the unexpired

term of his lease of said premises, upon the following terms and conditions, to wit:

An itemized inventory and appraisal shall be made of all of said stock in trade and fixtures within — days from the date hereof, at the cost thereof, excluding freight and transportation charges; and the purchase price to be paid by said party of the second part for all of the above described property shall be — per cent. of the total amount of the inventory and appraisal taken and made as above specified.

Said party of the second part hereby agrees to pay said purchase price in cash immediately upon the completion of said inventory and appraisal; and said party of the first part hereby agrees to execute, contemporaneously with said payment, a proper bill of sale and assignment of the lease of said premises with the written consent of his landlord thereto, and to deliver the same, together with possession of all of said property, free and clear from all incumbrances, to said party of the second part.

Said party of the first part hereby covenants and agrees to and with said party of the second part that he is the lawful owner of all of said property and has good right to sell the same.

In consideration of the foregoing and as an inducement to said party of the second part to pay the purchase price aforesaid, said party of the first part hereby agrees that he will not, directly or indirectly, engage in said — business in said city of —, Ohio, for a period of — years from and after the date hereof, and that he will not, directly or indirectly, individually, or in connection with any partnership or corporation, come into competition with said party of the second part and will not interfere in any manner with the business, trade, good will or customers of said party of the second part.

In witness whereof the parties have hereunto set their hands this — day of —, 19—.

In presence of

—
—

A. B.
C. D.

No. 440.**CONTRACT FOR SALE OF SHARES OF STOCK OF CORPORATION.**

This agreement made and concluded at — Ohio this — day of —, 19—, by and between A. B. party of the first part and C. D. party of the second part,

Witnesseth, that said party of the first part hereby promises and agrees to sell to said party of the second part on or before —, 19—, — shares of the capital stock of The — Company, a corporation organized under laws of —, for the price of \$— per share, and to deliver certificates evidencing said shares, with all assignments and transfers thereon necessary to convey the legal title thereto to said party of the second part.

In consideration whereof said party of the second part hereby promises and agrees to buy said shares and to pay said party of the first part therefor the sum of \$— per share for said — shares upon the delivery of said certificates with all assignments and transfers thereon as above specified.

In witness whereof the parties have hereunto set their hands the day and year above written.

In presence of

A. B.
C. D.

No. 441.**CONTRACT FOR SALE OF STANDING TIMBER.**

This agreement made and concluded at —, Ohio, this — day of —, 19—, by and between A. B. of —, Ohio, party of the first part and C. D. of —, Ohio, party of the second part, witnesseth: That said party of the first part hereby agrees to sell and said party of the second part hereby agrees to purchase all the timber and trees now standing and growing on the following described property, to wit:

(description of land)
together with the boughs, tops and bark thereof, for the sum of — dollars (\$—).

Said party of the first part hereby grants unto said party of the second part, his servants and employes, full license and authority to enter upon said premises with teams and all necessary appliances, including tramways, for felling and removing said

timber, and also the right and license to pile and dry the bark on said premises.

Said party of the second part hereby agrees to pay said sum of — dollars (\$—) as follows; the sum of \$— cash in hand upon the execution of this agreement, and the balance of — dollars (\$—) on or before — days from the date hereof.

Said party of the second part further agrees to cut and remove all of said timber, boughs, and bark on or before —, 19—, and to do no unnecessary damage to the crops and other property of said party of the first part, and that he will repair all fences on said premises injured or taken down while felling or removing said timber.

In witness whereof the parties have hereunto set their hands the day and year first above written.

Signed and delivered
in presence of

A. B.
C. D.

NOTE.

A contract for the sale of standing timber is within the statute of frauds and is required to be in writing. *Hirth v. Graham*, 50 O. S. 57; 40 Am. St. Rep. 641; 19 L. R. A. 721. See also as to verbal extension of the time for removal of timber, *Clark v. Guest*, 54 O. S. 298.

No. 442.

CONTRACT FOR SALE OF COAL BY MINING COMPANY TO MANUFACTURER.

This agreement made and concluded at — Ohio this — day of —, 19—, by and between The A. B. Coal Company, party of the first part, and The C. D. Manufacturing Company, party of the second, part, witnesseth;

That said party of the first part hereby agrees to furnish, from its mines at — Ohio, all the bituminous run of mine or nut and slack coal that may be required by said party of the second part for consumption in its — mill located at — Ohio, only, and not to be sold or diverted to other purposes, amounting to not less than 100 nor more than 1000 tons per month from the date hereof until the — day of —, 19—; at the following prices F. O. B. cars —, Ohio, the plant of said party of the second part:

Run of mine.....\$—, — cents per ton.
 Nut and slack.....\$—, — cents per ton.
 Slack \$—, — cents per ton.

Run of mine to be taken when nut and slack cannot be furnished.

And said party of the second part hereby agrees to pay on or before the 15th day of each and every month for all coal shipped during the previous month. Invoice weights to govern settlements.

It is mutually agreed that said party of the first part shall not be liable for any claims for damages arising out of the failure to ship coal as herein agreed, when such failure is caused by strikes, lockouts, scarcity of cars, lack of transportation, or any other causes beyond its control, or in case any of the terms of this contract shall have been violated by said party of the second part.

In consideration of the price specified in this contract said party of the second part hereby agrees to use not less than 100 tons of coal in each and every month during the term of this contract.

The prices named in this contract are based on the present mining rate of — cents per ton, and shall advance or decline as said mining rate may advance or decline during the term of this agreement.

The A. B. Coal Company,
 By —,
 Secretary.

The C. D. Manufacturing Company,
 By —,
 President.

No. 443.

CONTRACT FOR SALE OF THE PRACTICE OF A PHYSICIAN.

This agreement made and concluded at — Ohio this — day of —, 19—, by and between A. B. of — Ohio party of the first part and C. D. party of the second part, witnesseth:

That said party of the first part, in consideration of the prom-

ises and agreements of said party of the second part herein contained, hereby promises and agrees;

- (1) to sell to said party of the second part the good will established by said party of the first part in the practice of his profession as a physician in the village of —, — county, Ohio, together with his office fixtures and furniture, surgical and medical instruments, medical books and the supply of drugs and medicines now on hand, for the sum of — dollars (\$—) payable as hereinafter provided;
- (2) to introduce said party of the second part to the patients and acquaintances of said party of the first part, as his successor, and to faithfully use his best endeavors to maintain and increase said practice for the benefit of said party of the second part; and to that end, to assist said party of the second part in receiving and treating patients during his office hours and to make all professional calls in company with said party of the second part for — days from the date hereof; the entire fees and compensation for the same, however, to be the property of said party of the second part;
- (3) that he will not reside nor practice as a physician or surgeon in said village of —, Ohio, nor within — miles thereof for — years from the date hereof and that he will not in any manner compete or interfere with the practice of said party of the second part.

In consideration whereof said party of the second part hereby promises and agrees to pay to said party of the first part said sum of — dollars (\$—) as follows; the sum of \$— in cash upon the execution of these presents and the balance of \$—, in instalments as follows: the sum of \$— on —, 19—; the sum of \$— on —, 19—; the sum of \$— on —, 19—; the same to be evidenced by promissory notes for said amounts and secured by a chattel mortgage covering said medical instruments, books, furniture, drugs, medicines, etc.

It is mutually agreed by and between the parties hereto on the consideration aforesaid, that if any of said instalments of purchase price be not paid when due or within — days thereafter, then this agreement may be rescinded by said party of the first

part, at his option on — days' notice being given by him to said party of the second part, and said party of the first part shall have full right to foreclose said chattel mortgage and to resume his practice the same as if this agreement had not been made,

In witness whereof the parties have set their hands to duplicates hereof the day and year first above written.

In presence of

A. B.

C. D.

(g) SUBSCRIPTION CONTRACTS.

No. 444.

SUBSCRIPTION AGREEMENT, SHORT FORM.

We, the undersigned, do hereby agree to pay the sums of money set opposite our respective names for and towards (state object of subscription) —

payable as follows —.

Names.

Amounts.

No. 445.

SUBSCRIPTION AGREEMENT FOR ENDOWMENT OF
A CHURCH.

In consideration of the efforts of the trustees of the — church, of the city of —, Ohio, to raise an endowment fund of — dollars, and of the agreement of said trustees to receive, hold and apply said fund as hereinafter set forth, and further, in consideration of the mutual promises contained herein, we, the undersigned, do hereby promise to pay, to the treasurer of said church, the sums of money set opposite our respective names in five equal yearly payments, on or before the — day of each year beginning —, 19—.

The objects, purposes, and conditions of this agreement are as follows:

(a) All moneys paid hereunder shall be permanently invested as a productive fund, and the income thereof shall be applied toward the payment of the salary of the pastor and other general expenses of said church.

(b) No subscription hereunder shall be binding or payable

unless the aggregate of the subscriptions hereto shall, on or before —, 19—, amount to — dollars.

Names.	Amounts.
—	\$ —
—	\$ —

NOTE.

See Irwin, Adm'r, v. Lombard University, 56 O. S. 9; Wallace v. Townsend, 43 O. S. 537; Commissioners v. Perry, 5 O. S. 56; Ohio Wesleyan Female College v. Love's Ex., 16 O. S. 20; Emerson v. Gano, 19 C. C. 655.

(h) MISCELLANEOUS.

No. 446.

PARTY WALL CONTRACT

This agreement, made and concluded at —, Ohio, this — day of —, 19—, by and between A. B. party of the first part and C. D. party of the second part, witnesseth: that whereas, the parties hereto are the respective owners in fee simple of adjoining parcels or lots of land described as follows: said parcel or lot belonging to said party of the first part is situated in the city of —, county of — and State of Ohio and (description of property).

Said parcel or lot belonging to said party of the second part is situated in the city of —, etc.

(description of property.)

And whereas, said party of the first part desires to build a party wall on the dividing line between said parcels of land.

Now therefore said party of the first part, in consideration of the promises and agreements of said party of the second part hereinafter contained, hereby promises and agrees to build, at his own expense in a substantial and workmanlike manner, a party wall — inches thick, the same to be placed on said dividing line between said parcels of land, one half on the land of each party hereto.

Said party of the second part hereby agrees that said party of the first part may build said party wall, and further that if at any time said party of the second part, his heirs or assigns, shall use said party wall, or any part thereof, he will pay one-half of the value at that time of said wall, or of such part thereof, including its foundations, as he may use.

It is mutually agreed by and between the parties hereto that, after said wall has been built, either party may extend the same in thickness or height; but no extension in thickness shall be placed on the land of the other without the written consent of such other party.

It is further mutually agreed by and between the parties hereto that said wall shall be allowed to remain for a period of — years; and shall not be sooner removed except by mutual consent of both parties hereto, or their heirs or assigns; but either party may repair or rebuild the same using due care in so doing to support the buildings, land and property of the other.

This agreement shall inure to the benefit of the heirs and assigns of each of the parties hereto, and the covenants herein contained shall run with the land.

In witness whereof the parties have hereunto set their hands to duplicates hereof the day and year first above written.

In presence of

A. B.

C. D.

NOTE.

For right of either party to remove the portion of the wall situated on his property, see *Hieatt v. Morris*, 10 O. S. 523; *Richardson v. Frank*, 2 C. S. C. R. 60.

As to when the covenants run with the land, see *Platt v. Eggleston*, 20 O. S. 414; *Hall v. Geyer*, 14 C. C. 229; *Pendleton v. Fosdick*, 8 Am. L. R. 148; S. C., 8 Am. L. R. 486.

Where the builder of a party wall conveys his property "with the appurtenances," and the owner of the adjoining property subsequently uses the party wall, the compensation for such use should be paid to the grantee. *Platt v. Eggleston*, 20 O. S. 414.

The covenant to pay a part of the value, when used, may be enforced against a subsequent owner, who buys with notice. *Mithoff v. Hughes*, 5 C. C. 120.

No. 447.

PARTITION FENCE CONTRACT.

(Rev. Stats. § 4239.)

This agreement made and concluded at — Ohio, this — day of —, 19—, by and between A. B. and C. D., witnesseth: That whereas, the parties hereto are the owners, respectively, of adjoining parcels of land situated in — township, — county.

Ohio, and whereas it is necessary that the partition fence between said lands be rebuilt:

Now therefore, it is mutually agreed by and between the parties hereto that the fence now between said lands shall be entirely removed and a new fence built of — (describe materials, height of fence, distance between posts, etc.) which, when built, shall belong to the parties in equal shares.

The said A. B. promises and agrees to furnish all staples and wire (or other material) and posts for said new fence, and to deliver the same on or before —, 19—.

The said C. D. promises and agrees to perform all the labor in removing the old fence, cleaning away and removing the debris thereof; to perform all the labor in building said new fence in a good and workmanlike manner, and to complete the same on or before —, 19—.

Witness the hands of the parties hereto the day and year first above written.

In presence of

E. F.

A. B.

G. H.

C. D.

NOTE

Two witnesses are required.

No. 448.

CONTRACT FOR STONE SIDEWALK.

This agreement made this — day of —, A. D. 19—, by and between The — Stone Company, of — Ohio, party of the first part, and C. D. of — Ohio, party of the second part, witnesseth: that said party of the first part hereby agrees to furnish, cut and lay, in a good and workmanlike manner, sawed — stone sidewalk, on the property in — Ohio, at No. — Street; the same to be — inches thick, and about the following dimensions viz:—

In consideration whereof said party of the second part hereby agrees to pay to said party of the first part, at its office when the work is completed, at the following rate or price therefor, namely:

for stone — inches thick, — cents per superficial foot,

for stone — inches thick, — cents per superficial foot.

It is mutually agreed by and between the parties hereto:

(1) That the dimensions of said stone hereinbefore specified (except as to thickness) are estimates merely, and that payment shall be made according to an accurate measurement taken after said sidewalk has been laid.

(2) That all grading and other extra work performed by said party of the first part, and also cleaning up of premises after completion of said work, shall be regarded as additional work not covered by this agreement, and shall be paid for separately by said party of the second part.

The — Stone Company.

By —.

C. D.

No. 449.

ADVERTISING CONTRACT.

The — Publishing Company.

Publishers of —,

—, Ohio.

—, OHIO, —, 19—.

You are authorized to insert — advertisement in — to occupy the space of — inches per issue for one year, commencing with your next number, for which we agree to pay to your order the sum of — dollars per issue, payable on the first day of each month.

This contract subject to acceptance of the publishers.

Only the conditions stipulated in this contract will be recognized by the publishers.

Should we neglect to furnish copy in

time you may use our business card.

Unless otherwise ordered, in writing, you may continue to run our advertisement after the stipulated time in this contract has expired, at same rate.

Accepted —, 19—.

The — Publishing Company.

By —.

No. 450.

TELEPHONE SERVICE CONTRACT.

—, OHIO, —, 19—.

The Subscriber requests The — Telephone Company (hereinafter styled the Company) to install and maintain at — a telephone on copper metallic circuit (with not exceeding — other telephones on the same line), connecting it with the Company's — Exchange, and furnish exchange service to the Subscriber, his agents or employes, only, for one year from the date of installation and thereafter until this contract is terminated as provided hereinafter; and agrees to pay for the use and maintenance of the same and exchange service with the following exchanges, to wit: —, for each year \$—, payable quarterly in advance, and for all messages to points other than the foregoing exchanges, such tolls as are now or may be hereafter established; bills for such messages to be payable monthly on the first day of each month for the messages of the preceding month.

For the purpose of furnishing telephone service, The Company acts as the agent of the user of the telephone, and in view of the liability to errors incident to transmitting oral messages by telephone and the impossibility of fairly fixing the cause thereof, the Subscriber assumes all risks of errors arising from non-connections, mis-connections, and mistakes of servants and employes in transmitting, receiving or delivering messages.

Interruptions in service arising from causes other than the negligent or willful interference of the Subscriber shall be rebated pro rata for the time, after receipt of written notice, which such interruption shall continue, exceeding twenty-four hours, and such rebate shall constitute the only liability of the Company resulting therefrom.

Within a reasonable time after receipt of written order, and at the expense of the Subscriber, the Company will move the telephone and other equipment from place to place to any convenient point within the limits of the zone of exchange service hereinbefore described, where such removal does not involve change in the character of service or the terms hereof, and this contract continues binding, after any such removal, at new location.

Either party may terminate this contract at the expiration of the period above named upon giving ten (10) days' written

notice to the other of its intention so to do, otherwise this contract will renew itself thereafter quarterly until receipt of such notice, and when so terminated the Company shall be entitled to payments pro rata to the date of termination only.

Non-payment of rental or tolls when due as herein provided, violation of any of the provisions hereof, mis-use of the property installed, the persistent use of said telephone in a way calculated to annoy other subscribers or the attachment by the Subscriber of any instrument or appliances to lines or telephones without the consent of the company, will justify the termination of this contract by the Company and the removal of the instrument and fixtures from the premises of the Subscriber.

The telephone and other appliances furnished to be and remain the property of the Company, whose employes shall be permitted to enter the premises where the telephone may be located for the purpose of installing, inspecting, repairing, or removing the same.

This application becomes a binding contract upon its acceptance in writing by the Company and none of the terms hereof can be changed or waived by the representations or promises of any solicitor or other person, except in writing and signed by the general manager of the Company.

Witness —.

Subscriber.

Accepted: The — Telephone Co.

By —

CHAPTER XX.

CORPORATIONS.

NOTE.

Corporations organized under the laws of Ohio are classified into (1) corporations for profit, which must have a capital stock, and (2) corporations other than for profit. A corporation other than for profit may have a capital stock but one is not required.¹

Corporations may be formed for any purpose for which individuals may lawfully associate themselves, except for carrying on professional business. Corporations may be formed to conduct sanitoriums. Articles of incorporation of corporations formed for the purpose of buying or selling real estate expire in twenty-five years.²

The stock of corporations for profit may be common or preferred, or both, but the amount of preferred stock must not exceed two-thirds of the actual paid in capital of the corporation.³

The corporate powers, business and property of corporations are exercised, conducted and controlled by the board of directors of corporations for profit and by the board of trustees of corporations not for profit.⁴

A director or trustee before entering upon his duties is required to take an oath, faithfully to discharge the same.⁵

A corporation not for profit must have not less than five trustees.⁶

A corporation for profit must have not less than five nor more than thirty directors.⁷

The trustees of a corporation not for profit are personally liable for all debts of the corporation contracted by them.⁸

Corporate seal. A corporation may make and use a common seal.⁹

The use of a corporate seal is not compulsory, however, when the law does not require the instrument to be under seal. A deed which in its body purports to be the deed of the corporation and is executed in the name of the corporation by its proper officers, is not void because the seal of the corporation is not affixed.¹⁰

The affixing of a corporate seal to the bond of a corporation does

¹ Snyder v. Chamber of Commerce,
53 O. S. 1.

² Rev. Stats., § 3235.

³ Rev. Stats., § 3235a.

⁴ Rev. Stats., § 3248.

⁵ Rev. Stats., § 3247.

⁶ Rev. Stats., § 3240.

⁷ Rev. Stats., § 3244; 98 O. L. 294.

⁸ Rev. Stats., § 3261.

⁹ Rev. Stats., § 3239.

¹⁰ Poyser v. Standard Paving Brick Co., 46 W. L. B. 84; East End Bldg. &c., Co. v. Hughey, 16 C. C. 19.

not make it a sealed instrument. The corporate seal bears a strong analogy to the signature of a natural person.¹¹

Organization of corporations; procedure for. Any number of persons, not less than five, a majority of whom are citizens of Ohio, desiring to become incorporated, shall subscribe and acknowledge articles of incorporation which must contain (1) The name of the corporation, which shall begin with the word "The" and end with the word "Company" unless the organization is not for profit. (2) The place where it is to be located, or where its principal business is to be transacted. (3) The purpose for which it is formed. (4) The amount of its capital stock, if it is to have capital stock, and the number of shares into which the stock is divided.¹²

The official character of the officer taking the acknowledgment must be certified by the clerk of the court of common pleas of the county in which the acknowledgment is taken, and the articles filed in the office of the secretary of state.¹³

The filing of the articles of incorporation does not make a corporation. The articles are simply authority to do so. No corporation exists until the requisite stock has been subscribed and paid in, and the directors chosen.¹⁴

Subscriptions to capital stock. It is the duty of the incorporators of a corporation for profit to order books to be opened for subscription to the capital stock of the corporation, and to give thirty days notice of such opening in a newspaper of general circulation in the county; but such notice may be waived in writing by the incorporators, and the waiver must be entered or copied in the records of the corporation.¹⁵

The incorporators have no authority to accept anything but money in payment of a subscription.¹⁶

An instalment of ten per cent. on each share of stock must be paid by each subscriber at the time of making the subscription.¹⁷

When ten per cent. of the capital stock has been subscribed it is the duty of the incorporators to so certify in writing to the secretary of state. At the time of so certifying ten per cent. of the entire capital stock must have been paid in; and the incorporators are liable for any deficiency in its actual payment.¹⁸

Election of directors. When ten per cent. has been subscribed, it is the duty of the incorporators to give notice to the stockholders by publication, for thirty days, in a newspaper of general circulation in the county, of a time and place for the choosing of not less than five and not more than thirty directors.

The notice, however, may be waived in writing if all subscribers are present in person or by proxy.¹⁹

¹¹ Railway Co. v. Lynde, 55 O. S. 23 (49).

¹² Rev. Stats., § 3236.

¹³ Rev. Stats., § 3238.

¹⁴ State ex rel. v. Insurance Co., 49 O. S. 440.

¹⁵ Rev. Stats., § 3242.

¹⁶ Railroad Co. v. Hatch, 1 Disn. 84.

¹⁷ Rev. Stats., § 3243.

¹⁸ Rev. Stats., § 3244.

¹⁹ Rev. Stats., § 3244.

Directors must be chosen by ballot by the stockholders who attend for that purpose in person or by proxy. At all elections for directors every stockholder may vote the number of shares owned by him for as many persons as there are directors to be elected, or to cumulate said shares and give one candidate as many votes as the number of directors multiplied by the number of his shares of stock shall equal, or to distribute them on the same principle among as many candidates as he may think fit. A majority of the number of shares is necessary for a choice but no person can vote on any share on which any instalment is due and unpaid.

At the first election the incorporators, or such of them as are present, must act as inspectors of the election and must certify what persons are elected directors and appoint a time and place for holding the first meeting.²⁰ Unless the regulations of the corporation otherwise provide, an annual election for directors or trustees should be held on the first Monday in January of each year. If such election is not then held, however, trustees or directors may be elected at a meeting at which all stockholders are present, or at a meeting called by the trustees or directors, or any two members or stockholders, notice of which has been given, in writing, to each stockholder or by publication in some newspaper printed in the county where the corporation is situate, or has its principal office, for ten days. Trustees and directors shall continue in office until their successors are elected and qualified.²¹

Oath and duties of directors. Each trustee or director, before entering upon his duties, must take an oath faithfully to discharge the same. The trustees or directors chosen at any election shall, as soon thereafter as convenient, choose one of their number to be president and unless the regulations otherwise provide shall appoint a secretary and treasurer of the corporation; and a majority of the trustees or directors shall form a board.²²

Powers of board and qualifications of directors. The corporate powers, business and property of corporations must be exercised, conducted and controlled by the board of directors, or, where there is no capital stock, by the board of trustees. A majority of the directors must be citizens of the State; all directors and all executive officers must be holders of stock in an amount to be fixed by the by-laws, and trustees of corporations must be members thereof. Whenever the office of trustee or director becomes vacant, the board of directors or trustees may fill the same for the unexpired term by appointment, unless the by-laws otherwise provide.²³ Directors are entitled to reasonable compensation for the time and expense incurred in going to, attending and returning from their official meetings and for their services at such meetings.²⁴

²⁰ Rev. Stats., § 3245.

²¹ Rev. Stats., § 3246.

²² Rev. Stats., § 3247.

²³ Rev. Stats., § 3248.

²⁴ State ex rel. v. People's M. B. Assn., 42 O. S. 579.

Where a person has no real interest in the stock of a corporation, one share having been transferred to him for the purpose of qualifying him as a director, such person is not properly qualified.²⁵

When a director ceases to own stock in the corporation, his title to the office is divested.²⁶

But where he acts for the corporation, after disposing of his stock, he is an officer de facto and the transaction is valid. His title to the office must be attacked directly, not collaterally.²⁷

By-laws. The trustees or directors of a corporation may adopt a code of by-laws for their government, not inconsistent with the regulations of the corporation, or the constitution and laws of the State, and may change the same at pleasure.²⁸

Regulations. Every corporation may adopt a code of regulations for its government, not inconsistent with the constitution and laws of the State.²⁹ Regulations may be adopted or changed by the assent thereto, in writing, of two-thirds of the stockholders, or if there is no capital stock, of the members, or by a majority of the stockholders or members at a meeting held for that purpose, notice of which has been given by the acting president personally to each member or stockholder, or by publication in some newspaper of general circulation in the county in which the corporation is located, or in counties through which its improvement does or will pass.³⁰

When no other provision is specially made by statute, the regulations of a corporation may provide for:

- (1) The time, place and manner of calling and conducting its meeting.
- (2) The number of stockholders or members constituting a quorum.
- (3) The time of the annual election for trustees or directors, and the mode and manner of giving notice thereof.
- (4) The duties and compensation of officers.
- (5) The manner of election, or appointment, and the tenure of office, of all officers other than trustees or directors.
- (6) The qualification of members, when the corporation is not for profit.³¹

Certificates of stock; and record of same. Stockholders are entitled to receive certificates of their paid up stock in the company, and the president and secretary shall, on demand, execute and deliver to a stockholder a certificate showing the true amount of the stock held by him in the company. A record of all stock subscribed and transferred must be kept. It is the duty of the secretary or recording officer of the corporation to keep a book and record therein all subscriptions and transfers of stock. When certificates are assigned and delivered by a stockholder the assignee is entitled, on demand, to have the same transferred on said book by the secretary or recording officer, whose duty is, at the same time, to enroll the name of the

²⁵ *Bartholomew v. Bentley*, 1 O. S. 37.

²⁶ *Bank v. Colwell*, 132 N. Y. 250.

²⁷ *Campbell & Co. v. Bellman Bros.*
Co., 11 C. C. 360, 5 C. D. 389.

²⁸ Rev. Stats., § 3250.

²⁹ Rev. Stats., § 3249.

³⁰ Rev. Stats., § 3251.

³¹ Rev. Stats., § 3252.

assignee as a stockholder. The books and records of a corporation are, at all reasonable times, open to the inspection of every stockholder.³²

Record of stock. The statute does not prescribe the form of the book in which the record of subscriptions and transfers of stock is kept. Where a book is selected and used for that purpose by the corporation it becomes the stock book and transfers of stock, to be valid, must be made upon such book.³³

It is not a sufficient compliance with the statute to keep the stock account and transfers on the stubs of the stock certificates.³⁴

Negotiability of certificates of stock. A certificate of stock, in the usual form, is an assurance to the world that the person named is the owner of the number of shares of its capital stock stated therein, and that these shares will be transferred on the books of the corporation to one purchasing the same, on a surrender of the certificate with a proper assignment; and one who purchases such certificate in the market, without knowledge of any fraud in its issue, is entitled to have it transferred to him on the books of the company; and if, on demand, such transfer is refused, may recover of the company its value at the time of the demand.³⁵

Lien of corporation on stock. A corporation may, by express stipulation in a certificate of stock, reserve a valid lien on the stock to secure the indebtedness of the stockholder to the corporation.³⁶

Corporations may borrow money on bond and mortgage; and purchase stock in other companies. A corporation may borrow money, not exceeding the amount of its capital stock, and issue its notes or coupon or registered bonds therefor, bearing any rate of interest authorized by law, and may secure the payment of the same by a mortgage on its real or personal property or both.

And a private corporation may purchase, or otherwise acquire, and hold shares of stock in other kindred but not competing private corporations, whether domestic or foreign; but this does not authorize the formation of any trust or combination for the purpose of restricting trade or competition.³⁷

Restrictions on sale of entire property and assets of a corporation. The entire property and assets of a corporation cannot be sold unless three-fourths of its directors authorize the execution of the agreement; and unless the agreement is ratified by a three-fourths vote of the stockholders at a special meeting called for the purpose.

Dissatisfied stockholders are entitled to be paid the value of their stock at the time of such sale; the value to be determined by arbitration, in case of disagreement.³⁸

³² Rev. Stats., § 3254.

³³ Harpold v. Stobart, 46 O. S. 39 (400).

³⁴ Herrick v. Wardwell, 58 O. S. 294 (312).

³⁵ Railway Co. v. Bank, 56 O. S. 351.

³⁶ Stafford v. Produce Exchange Banking Co., 61 O. S. 160.

³⁷ Rev. Stats., § 3256.

³⁸ 98 O. L. 229, 231.

Corporations may stipulate that obligations may be converted into stock.

Upon the written assent of not less than three-fourths of the stockholders, representing at least three-fourths of the capital stock of the company actually paid, a corporation may borrow money not exceeding one-half of the capital stock actually paid in, on such security, by way of mortgage, or otherwise, as may be agreed upon, and at a rate of interest not exceeding that allowed by law to be contracted for, and may, in the instruments evidencing the contract, stipulate that the holders of such instruments shall have the right to convert the amount borrowed, or any part thereof, into either common or preferred stock, such stock having been provided for by the proper action and certificate of the company. Any action of the directors for borrowing money, issuing bonds, or involving an expenditure of money shall be by ye and nay vote, and record thereof shall be made showing the vote of each director voting upon the question.³⁹

Increase of capital stock.

A corporation for profit, after its original capital stock is fully subscribed for, and an instalment of ten per cent on each share of stock has been paid thereon, or a corporation not for profit, having a capital stock, may increase its capital stock or the number of shares into which its capital stock is divided by the unanimous consent of all original subscribers if done prior to organization, and after organization then by a vote of the holders of a majority of its stock, at a meeting called by a majority of its directors, at least thirty days notice of the time, place and object of which has been given by publication in some newspaper of general circulation, and by letter addressed to each stockholder whose place of residence is known; or such increase may be made at any meeting of the stockholders at which all the holders of such stock are present in person, or by proxy, and waive in writing such notice by publication and by letter; and also agree in writing to such increase, naming the amount of increase to which they agree; and a certificate of such action of the corporation must be filed with the secretary of State.⁴⁰

Such increase may be by preferred stock.⁴¹

Reduction of capital stock.

The board of directors of a corporation for profit, or corporation not for profit having a capital stock, may, with the written consent of the persons in whose names a majority of the shares of the capital stock thereof stands on the books of the company, reduce the amount of its capital stock and the nominal value of all the shares thereof, and issue certificates therefor; but the rights of creditors shall not be affected or impaired thereby; and a certificate of such action shall be filed with the secretary of state.⁴²

Amendments to articles of incorporation.

Any corporation incorporated under the general corporation laws of the State, may, at any meeting of its members or stockholders, of which, and of the business

³⁹ Rev. Stats., § 3257.

⁴⁰ Rev. Stats., § 3262.

⁴¹ Rev. Stats., § 3263.

⁴² Rev. Stats., § 3264.

to come before said meeting, thirty days' notice has been given by a majority of the directors or trustees of said corporation in a newspaper published and of general circulation in the county where the principal place of business of said corporation is located, by a vote of the owners of at least three-fifths of its capital stock then subscribed, in the case of corporations having a capital stock, or by a vote of at least three-fifths of its members in the case of corporations having no capital stock, amend its articles of incorporation so as to change its corporate name, or the place where it is to be located, or where its principal business is to be transacted; or so as to modify, enlarge or diminish the objects or purposes for which it is formed; or so as to add thereto anything omitted from, or which might lawfully have been provided for in such articles originally; provided, however, that nothing in this supplementary section contained shall authorize a corporation, by amendment, to increase or diminish the amount of its capital stock; nor shall any corporation, by amendment, change substantially the original purposes of its organization. When adopted, a copy of such amendment, with a certificate thereto affixed signed by the president and secretary of the corporation and sealed with the corporate seal, if any there be, stating the fact and date of the adoption of such amendment, and that such copy is a true copy of the original, shall be recorded in the office of the secretary of state, who shall note on the margin of the record of the original articles of incorporation of said corporation, and on the margin of the index thereto, the volume and page where such amendment is recorded; and no such amendment shall take effect until filed for record with the secretary of state as herein provided, and until the secretary of the corporation shall have given notice for three consecutive weeks, in some newspaper of general circulation in the county where the principal office of the corporation is situated, of such amendment; provided, however, that any or all of said notices may be waived whenever the holders of all of the capital stock of a corporation having a capital stock, or all the members of a corporation having no capital stock, consent thereto in writing. But no corporation shall change its name to one already appropriated, or to one likely to mislead the public; nor shall any corporation, by amendment, provide for a purpose which is unlawful.⁴³

Change in number of directors. A corporation may, by a vote of a majority of its stock, at any regular meeting of the company, increase the number of directors to any number not greater than thirty; and in like manner a company may decrease the number of directors, before or after such increase, to any number not less than five.

At a special meeting called, and notice given, as provided in Rev. Stats. § 3246 the number of directors may be increased, to hold office

⁴³ Rev. Stats., § 3238a.

until the next annual election and until their successors are elected and qualified.⁴⁴

Annual statement for stockholders.

Every corporation must make a statement annually of its financial condition, setting forth its assets and liabilities, and shall furnish to each stockholder a true copy of the same together with a list of the stockholders thereof and their place of residence.⁴⁵

⁴⁴ 98 O. L. 295.

⁴⁵ Rev. Stats., § 3268.

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No. 451.

ARTICLES OF INCORPORATION OF CORPORATION FOR PROFIT.

(Rev. Stats. § 3236.)

THESE ARTICLES OF INCORPORATION.

of

The — Company,

Witnesseth, that we, the undersigned, (all or a majority) of whom are citizens of the State of Ohio, desiring to form a corporation, for profit, under the general corporation laws of said State, do hereby certify:

First. The name of said corporation shall be The — Company.

Second. Said corporation is to be located at —, in — county, Ohio, and its principal business there transacted.

Third. Said corporation is formed for the purpose of — (for statements of purposes of various corporations — see following forms).

Fourth. The capital stock of said corporation shall be — dollars (\$—) divided into — (—) shares of — dollars (\$—) each.

(If preferred stock is to be issued omit the foregoing "Fourth" and use the following:

Fourth. The capital stock of said corporation, common and preferred, shall be — dollars (\$—) consisting of — (—) shares of common stock of the par value of — dollars (\$—) each, and — (—) shares of preferred stock of the par value of — dollars (\$—) each. The holders of the preferred stock shall be entitled to a dividend of — per cent. per annum, payable — out of the surplus profits of the company for each year in preference to all other stockholders, and such dividends shall be — cumulative.

Such preferred stock may be redeemed at not less than par, at a time and price hereby fixed, and to be also expressed in the stock certificate thereof; viz. —.

In witness whereof, we have hereunto set our hands this — day of —, A. D. 19—.

— — — — —
 — — — — —
 — — — — —

The State of Ohio, County of —, ss.

On this — day of —, A. D. 19—, personally appeared before me, the undersigned, a — within and for said county, the above named —, —, —, —, and —, who each severally acknowledged the signing of the foregoing articles of incorporation to be his free act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal on the day and year last aforesaid.

—
 —

The State of Ohio, County of —, ss.

I, —, clerk of the court of common pleas, within and for the county aforesaid, do hereby certify that —, whose name is subscribed to the foregoing acknowledgment as a —, was at the date thereof a —, in and for said county, duly commissioned and qualified, and authorized as such to take said acknowledgment; and further, that I am well acquainted with his handwriting, and believe that the signature to said acknowledgment is genuine.

In witness whereof I have hereunto set my hand and affixed the seal of said court, at —, this — day of —, A. D. 19—.

—,
Clerk.

STATEMENTS OF PURPOSES OF VARIOUS CORPORATIONS FOR PROFIT.

No. 452.

MANUFACTURING COMPANY.

Said corporation is formed for the purpose of manufacturing and dealing in — (specify articles to be manufactured, as "boots and shoes") and the doing of all things necessary or incident thereto.

No. 453.

MERCANTILE OR TRADING COMPANY.

Said corporation is formed for the purpose of buying, selling and dealing in — (specify kinds of merchandise to be dealt in, as "cigars, tobacco, pipes, and smokers' supplies") and the doing of all things necessary and incident thereto.

No. 454.

MINING COMPANY.

Said corporation is formed for the purpose of mining coal and dealing in coal, coke and kindred products, and the doing of all things necessary and incident thereto; with power to purchase, sell and lease suitable mineral lands and other real estate for the transaction of its business.

No. 455.**CONSTRUCTION COMPANY.**

Said corporation is formed for the purpose of doing grading and excavating and the construction and erection of buildings, machinery, railroads, bridges, piers, abutments, breakwaters, masonry and other structures and for the purpose of doing a general construction business.

No. 456.**PRINTING AND PUBLISHING COMPANY.**

Said company is formed for the purpose of doing a general printing, publishing, binding, engraving, electrotyping, and lithographing business, and the doing of all things necessary and incident thereto.

No. 457.**TELEPHONE COMPANY.**

Said corporation is formed for the purpose of constructing, owning, maintaining and operating a telephone exchange system in the city of —, and elsewhere in — county, Ohio; and the doing of all things necessary and incident thereto.

No. 458.**VESSEL COMPANY.**

Said corporation is formed for the purpose of building, purchasing, owning, operating, navigating and selling vessels and vessel property, and the doing of all things necessary and incident thereto.

No. 459.**STREET AND INTERURBAN RAILWAY COMPANY.**

(Rev. Stats. § 3443-8 to § 3443-13.)

Said corporation is formed for the purpose of constructing, owning, maintaining and operating a line of street railway for the transportation of passengers, packages, express matter, United States mail, baggage and freight, using electricity or other motive power other than steam or animal power, with single or double tracks, side tracks, turnouts and switches, stations, power

houses, shops, telephone and telegraph lines for its use; with power and authority to acquire and hold real estate and all accessories and appurtenances necessary and incident thereto, and to lease, purchase or sub-lease any line of street railway.

Said line of railway shall begin in the city of —, and extend — to —, and occupy territory in the counties of —, —, and —, in the State of Ohio.

No. 460.

SAFE DEPOSIT AND TRUST COMPANY.

(Rev. Stats. §§ 3821a, 3821b, 3821c.)

Said corporation is formed for the purpose of receiving on deposit, or in trust, money, securities and other property; of investing and loaning the funds of said corporation, and funds received on deposit, or in trust; and generally the transacting of all business and the doing of all things authorized by the laws of Ohio to be transacted and done by Safe Deposit and Trust Companies.

No. 461.

SAVINGS AND LOAN ASSOCIATION.

(Rev. Stats. § 3806.)

Said corporation is formed for the purpose of receiving deposits of money, securities and other valuables, loaning money, discounting notes and bills, dealing in negotiable instruments; the conducting of a banking business and of all business authorized by law to be transacted by Savings and Loan Associations.

No. 462.

BUILDING AND LOAN ASSOCIATION.

(Rev. Stats. §§ 3836-1, 3836-2.)

Said corporation is formed for the purpose of raising money to be loaned among its members and depositors, of receiving money on deposit from time to time to the extent necessary to meet the demands made upon it by its members and depositors, and generally the doing of all things, and the transacting of all business, authorized by the laws of Ohio to be done and transacted by Building and Loan Associations.

No. 463.RECORD OF ORGANIZATION PROCEEDINGS OF
CORPORATIONS FOR PROFIT.**NOTE.**

Every corporation should have a permanent record book containing a record of the proceedings of the incorporators, stockholders and directors. On the title page should be entered "Record of proceedings of the Incorporators, Stockholders and Directors of The — Company."

On the first page an entry substantially as follows should be made.

On the — day of —, 19—, —, —, —, — and —, the persons named below as subscribers of articles of incorporation, desiring for themselves, their associates, successors and assigns, to become a body corporate, in accordance with the general corporation laws of Ohio, under the name and style of The — Company, and with all the corporate rights, powers, privileges and liabilities provided for by such laws, did subscribe and acknowledge, as required by law, articles of incorporation as follows, to wit:

(Copy in full the articles of incorporation together with the certificate of acknowledgment and certificate of the clerk as to the official character of the officer taking the acknowledgment. A copy of the articles is furnished by the secretary of state, and the certificate of the secretary of state as to the filing and recording of the articles should also be copied into the record).

(1) PROCEEDINGS OF INCORPORATORS.

On this — day of —, 19—, all (or "a majority") of the incorporators of The — Company met at — to order the opening of books of subscription to the capital stock of said The — Company; to fix the time and place for such opening and to waive the notice of such opening required by law to be given; and having agreed upon the same the following order for, and waiver of notice of, the opening of such books of subscription was made in writing by all the subscribers to the articles of incorporation.

(a)

ORDER FOR, AND WAIVER OF NOTICE OF, OPENING OF BOOKS OF
SUBSCRIPTION.

—, OHIO, —, 19—.

The undersigned, being — (all, *or*, a majority) of the subscribers to the articles of incorporation of The — Company, do hereby order that books be opened for subscriptions to the capital stock of said company at the office of —, in the city of —, — county, Ohio, on the — day of —, 19—, at — o'clock — M., and we do hereby in writing waive (*or* order) the notice by publication of the time and place of such opening of books of subscription, required by law.

—
—
—
—
—

Incorporators.

NOTE.

(If all the incorporators are not present to waive notice, or if publication is deemed best, the foregoing forms should be changed in such particulars and the following notice must be published for at least thirty days in a newspaper published or generally circulated in the county where the books of subscription are to be opened.)

(b)

NOTICE OF OPENING BOOKS FOR SUBSCRIPTIONS TO CAPITAL STOCK
OF THE — COMPANY.

Pursuant to an order this day made by the undersigned, books for subscriptions to the capital stock of The — Company will be opened at the office of —, in the city of —, — county, Ohio, on —, 19—, at — o'clock — M.

—, Ohio, —, 19—.

—
—
—
—
—

Incorporators.

(c)

SUBSCRIPTION BOOK.

*SUBSCRIPTIONS TO THE CAPITAL STOCK OF THE
— COMPANY.*

We, the undersigned, do hereby severally subscribe for the number of shares of the capital stock of The — Company set opposite our respective names, and do agree to pay therefor the sum of — dollars (\$—) per share.

Names.	Shares.
.....
.....
.....
.....
.....

NOTE.

The incorporators are personally liable for any deficiency in the actual payment of ten per cent. of the entire authorized capital stock at the time of certifying to the secretary of state that ten per cent. has been subscribed (61 O. S. 621).

It is imprudent for the incorporators to permit an election for directors to be held until either (1) the entire capital stock has been subscribed and ten per cent paid thereon, or (2) sufficient amounts have been paid on the stock actually subscribed to equal ten per cent. of the entire authorized capital stock. It is proper for the incorporators to designate one of their number to receive payments.

(d)

ORDER DESIGNATING ONE INCORPORATOR TO RECEIVE PAYMENT OF
INSTALMENTS OF SUBSCRIPTIONS.

We, the undersigned, do hereby designate and appoint — to receive payment, from the subscribers to the capital stock of The — Company, of the instalments required by law to be paid on their respective subscriptions; the same to be paid to the treasurer of said corporation as soon as a treasurer is elected and qualified.

—
—
—
—
—

Incorporators.

(e)

CERTIFICATE OF SUBSCRIPTION OF TEN PER CENT.

The — Company.

Certificate of Subscription.

—, OHIO, —, 19—.

To the Secretary of State, Columbus, Ohio:

We, the undersigned, all (*or*, a majority) of the incorporators of The — Company, do hereby certify that on the — day of —, 19—, all the incorporators of said Company did order, in writing, that books be opened for subscriptions to the capital stock of said Company at —, on the — day of —, 19—, at — o'clock — M. and, at the same time, did waive, in writing, the notice by publication of the time and place of such opening of books of subscription, required by law; and further, said books having been opened at the time and place ordered, that ten per cent. of the capital stock of said company has been subscribed.

—
—
—
—
—

Incorporators.

NOTE.

(If the notice by publication was not waived, the certificate should be changed accordingly, to show publication.)

(f)

ORDER FOR FIRST STOCKHOLDERS' MEETING.

Second
—, OHIO, —, 19—.

We, the undersigned, do hereby certify that the foregoing is a true and correct record of the proceedings by us had as subscribers to the articles of incorporation of The — Company in the organization of said corporation, and we do hereby appoint the office of — in the city of —, Ohio, as the place, and —, 19—, at — o'clock — M., as the time, for holding the first meeting of stockholders of said corporation for the elec-

tion of directors and the transaction of such other business as may come before said meeting.

Incorporators.

(2) PROCEEDINGS OF STOCKHOLDERS.

(a)

NOTICE OF FIRST MEETING OF STOCKHOLDERS.

Notice is hereby given that the first meeting of the stockholders of The _____ Company will be held at the office of _____ in the city of _____, Ohio, on the _____ day of _____, 19____, at _____ o'clock _____ M. for the election of directors and the transaction of such other business as may come before said meeting.

Incorporators.

NOTE.

(The above notice should be published for at least thirty days before the time set for the meeting. The notice, however, may be waived in writing in case all subscribers to the capital stock are present in person or by proxy.)

(b)

WAIVER OF NOTICE OF FIRST MEETING OF STOCKHOLDERS.

W. H. ..., Ohio, _____, 19____.

We, the undersigned, being all of the subscribers to the capital stock of The _____ Company and being all this day, at _____ o'clock _____ M., present, in person or by proxy, at the first meeting of stockholders of said Company, at the office of _____ in the city of _____, Ohio, do hereby waive the notice of such meeting required by law, and agree that the same may be held forthwith.

Stockholders.

Proxies.

Shares.

(c)

MINUTES OF FIRST STOCKHOLDERS MEETING.

—, Ohio, —, 19—.

Pursuant to the foregoing waiver and agreement the stockholders of The — Company met at the time and place therein mentioned, being the time and place designated by the incorporators for the holding of the first meeting of stockholders.

On motion of — duly seconded and carried, Mr. — was chosen chairman and Mr. — secretary of the meeting.

Mr. — presented and read the proposed code of regulations hereinafter set forth for the government of this corporation and moved their adoption. The motion was duly seconded and — shares, being the entire capital stock of said corporation being cast in the affirmative and no shares of stock being cast in the negative, it was resolved that the code of regulations hereinafter set forth be adopted as the code of regulations governing this corporation, and that the written assent of the stockholders favoring the adoption of such resolutions be recorded in the minutes of the meeting.

NOTE.

Minutes of the first meeting of stockholders are continued on page 508. Provisions and suggestions for regulations are given in the intermediate pages.

(d)

REGULATIONS OF THE — COMPANY.Article I. *Meetings of stockholders.*

(a) *Annual meeting.* The annual meeting of the stockholders of this company shall be held at the principal office of the Company in —, Ohio, on the first Monday in January of each year at 10 o'clock A. M.

(b) *Special meetings* of the stockholders may be held at such times as may be ordered by the board of directors, or by two stockholders, but notice of special meetings shall be given each stockholder appearing on the books of the company by mailing the same to his last known address at least ten days before such meeting, or by publication of such notice ten days before such meeting.

(c) *Quorum*. A majority in amount of stock issued and outstanding shall constitute a quorum for the transaction of business.

Article II. *Directors*.

The number of directors shall be five. The election of directors shall be held at the annual meeting of the stockholders, or at a special meeting called for that purpose. Directors shall hold office for one year, or until their successors are elected and qualified.

Directors chosen at the first election shall hold office until the time fixed for the next annual meeting, or until their successors are elected and qualified. All directors must be holders of at least — shares of the capital stock of this Company.

Article III. *Officers*.

The officers of the Company shall be a president, vice president, secretary, and treasurer. Two offices may be held by one person. Said officers shall be chosen by the board of directors by a majority ballot, and shall hold office for one year or until their successors are elected and qualified, except that officers elected at the first meeting of the directors shall hold office until the next annual meeting of directors, or until their successors are chosen and qualified.

Article IV. *Duties of officers*.

(a) *President*. The president shall preside at all meetings of stockholders and directors, sign the records thereof and together with the secretary shall sign all certificates of stock, bonds, contracts, notes and other papers executed by this company and perform generally all the duties usually performed by presidents of like companies, and such further and other duties as may be from time to time required of him by the stockholders or directors.

(b) *Vice President*. The vice president shall perform all the duties of the president in case of the absence or disability of the latter. In case both president and vice president are absent or unable to perform their duties, the stockholders or directors, as the case may be, may appoint a president pro tempore.

(c) *Secretary.* The secretary shall keep minutes of all the proceedings of the stockholders and directors of this company and make a proper record of the same, which shall be attested by him. He shall keep such books as may be required by the board of directors, and shall have charge of the stock books of the company and shall issue and attest all certificates of stock, and generally perform such duties as may be required of him by the stockholders or directors.

(d) *Treasurer.* The treasurer shall receive and have in charge all money, bills, notes, bonds, and similar property belonging to the company, and shall do with the same as may be ordered by the board of directors. He shall keep such financial accounts as may be required, and shall generally perform such duties as may be required of him by the stockholders and directors. On the expiration of his term of office, he shall turn over to his successor, or to the board of directors, all property, books, papers and money of the Company in his hands.

Article V. *Compensation of officers.*

The compensation of the officers of this Company shall be fixed by the board of directors. The treasurer and other officers, if required by the directors, shall furnish a bond for the faithful performance of his or their duties in such amount, and with such sureties, as may be fixed and required by the board of directors.

Article VI. *Seal.*

The corporate seal of this company shall be circular with the words "The — Company" and "—, Ohio," surrounding the word "seal."

Article VII. *Order of Business.*

Unless changed by a majority vote at all stockholders' meetings the order of business shall be as follows:

- (1) Reading of the minutes.
- (2) Reading of reports and statements.
- (3) Unfinished business.
- (4) Election of directors.
- (5) New or miscellaneous business.

Article VIII. *Amendments.*

These regulations may be adopted, amended or repealed by the written assent of the owners of two-thirds of the stock of this Company, or by the vote of the owners of a majority of the stock at a meeting called and held for that purpose.

NOTE.

(The following provisions may be included in the regulations, if desired.)

Article ——. *Who may vote at stockholders' meetings.*

At all meetings of stockholders, only such persons shall be entitled to vote who appear as stockholders upon the books of the corporation for ten days next prior to such meeting.

Article ——. *Proxies.*

The instrument appointing a proxy shall be in writing and subscribed by the person making the appointment, but no person shall be appointed who is not a stockholder of the Company and qualified to vote.

The instrument appointing a proxy shall be deposited at the office of the Company not less than twenty-four hours before the time for holding the meeting at which the person named in such instrument proposes to vote.

No instrument appointing a proxy shall be valid after the expiration of six months from the date of its execution, and no proxy shall be used at an adjourned meeting which could not have been used at the original meeting.

A vote in accordance with the terms of a proxy shall be valid notwithstanding the previous death of the principal or revocation of the appointment, or the transfer of the share on which the vote was given, unless notice in writing of the death, revocation or transfer shall have been received at the office of the company at least twenty-four hours before the meeting.

Article ——. *Lien of company on stock.*

(a) The Company shall have a first and paramount lien upon all shares registered in the name of each stockholder, whether held solely or jointly with others, for his debts, liabilities and engagements, solely, or jointly with any other person, to or

with the Company, whether the period for the payment, fulfillment or discharge thereof shall have actually arrived or not. And such lien shall extend to all dividends declared on such shares. A memorandum of this article shall be printed on each certificate.

(b) *Sale to satisfy lien.* After default on any debt, liability or engagement above referred to, on ten days' notice by mail or publication, the directors may sell the shares of the stockholders so in default at either public or private sale and may purchase the same on behalf of the company, if the same cannot be otherwise satisfactorily sold. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities or engagements of such stockholder, and the residue, if any, paid to him or his executors, administrators or assigns.

Article ——. *Inspection of Books.*

The books, papers and records of this Company shall be subject to the inspection of stockholders upon the following conditions only.

(a) A written application for such inspection must be made specifying the books, papers and records desired, and giving not less than ten days' time for the officers and directors to act on such application.

(b) The applicant must have been the owner in good faith of not less than — shares of stock for not less than — months next prior to the making of such application; and such applicant must satisfy the officers and directors that such inspection is desired in good faith for use in connection with the interests of the applicant in this company, and not for use in connection with any other interests which may in any way be antagonistic to the interests of this company. If the officers and directors of this Company should be satisfied that an applicant has interests in any way antagonistic to this Company, and that such inspection is not desired to further and promote the best interests of this Company, then it shall be their duty to refuse the inspection. If the officers and directors are satisfied that the application should be granted, they shall fix a time for the inspection which shall be convenient to the applicant and to this Company.

Article ——. *Executive Committee.*

The board of directors may appoint, at their discretion, an executive committee of not less than two members from their own number, who shall have charge of the management of the business and affairs of the Company in the interim between meetings of directors, with power to fix prices for the company's products, determine credits, and generally to discharge the duties of the board of directors, but not to incur debts excepting for current expenses, and to replace stock or raw materials in the usual course of business, unless specially authorized. Such executive committee shall at all times act under the direction and control of the board of directors and shall make report of their acts and transactions to the board, which shall form part of the records of the Company.

Article ——. *Lost, Destroyed or Mutilated Certificates.*

If any certificate of stock in this Company becomes worn, defaced or mutilated, the directors, upon production and surrender thereof, may order the same cancelled and may issue a new certificate in lieu of the same. If any certificate of stock be lost or destroyed, the directors, upon the giving of a proper bond of indemnity with surety to their satisfaction, may issue a new certificate in lieu thereof to the person entitled to such lost or destroyed certificate.

(For form of bond of indemnity see form No. 340, page 307.)

(e)

REGULATIONS OF A CLUB.

Regulations of the ——— Club Company.

Article I.

The — Club Company is a corporation for profit under the laws of the State of Ohio, but issuing its shares of capital stock by and with the consent of the holders thereof subject to the conditions and limitations prescribed by these regulations.

Article II.

Section I. The regular annual meeting of the Club shall be held on the — day of January in each year at 8 o'clock P. M. at the Club House or Rooms. If no quorum

attends, the presiding officer shall adjourn the meeting to a special day and hour. One-tenth of the whole number of resident members of the Club shall constitute a quorum.

Section 2. At the regular meetings of the Club the order of business shall be as follows:

1. Reading the minutes of the previous meeting.
2. Reports of officers and committees.
3. Motions, resolutions and miscellaneous business.
4. The election of directors.

Section 3. Special meetings of the corporation may be held in accordance with the provisions of Section 3246 of the Revised Statutes of Ohio.

Section 4. Amendments to these regulations may be made at the annual meeting of the Club, or at any special meeting specified in the call to be for that purpose, at which a quorum is present and voting, by an affirmative vote of two-thirds of those present.

Section 5. No amendment to these regulations shall be acted upon at any meeting unless it shall have been presented to the Secretary at least fifteen days before the meeting and unless the Secretary shall have caused the same to be printed and mailed to each stockholder not less than seven days before the meeting.

Article III.

Section 1. The members of this Club shall consist of not more than four hundred resident members, of non-resident members, and of honorary members.

Section 2. Any man twenty-one years old may become a resident member upon election by the board of directors, and payment of the admission fee of \$— and the acquisition of one share of stock.

Section 3. Officers of the army and navy of the United States and clergymen residing anywhere, and other men twenty-one years old, not residing in nor within twenty-five miles of the city of — nor engaged in a profession or business in that city, may become non-resident members upon election by the board of directors and upon payment of an admission fee of \$—. Any non-resident member who becomes a resident of the city of — or who removes his residence to a point within twenty-five miles thereof, or who becomes engaged in a profession or business in

that city, unless he be an officer of the army or navy of the United States, or a clergyman, shall become thereby subject to all the liabilities of a resident member, including the payment of an additional \$— admission fee; and unless already a stockholder he shall be further obligated to take and pay for one share of the stock of the Company whenever the Company is able to tender one to him at its face value; or he may, at his option, acquire a share of stock by purchase as if he were on the waiting list for resident membership. It shall be the privilege of any stockholding non-resident member to surrender his share of stock for sale to those upon the waiting list for resident membership; and all stock so surrendered shall be sold according to the provisions of Section 6 of this Article in the order of its surrender for the account of the owner. Only stockholding members shall be entitled to a vote. Any resident member who is not indebted to the Club and who removes from the city or otherwise brings himself within the exclusive qualifications of non-resident membership may, upon his request and with the consent of the board of directors, become a non-resident member, but in such case he must surrender his stock certificate to be disposed of for his account according to the provisions of Section 6 of this Article.

Section 4. Any man of public distinction, not then a member, may be made an honorary member by the unanimous vote of the stockholders at any regular or special meeting, and as such shall be entitled to all the privileges of the Club, and be subject to all its rules, but shall not be required to own stock or pay dues, and shall not be eligible to office or have any right to vote.

Any member of public distinction may become an honorary member on the same terms and in the same manner provided the proposition to elect him to such honorary membership be consented to in writing by two-thirds of the resident membership.

Section 5. Every person applying for resident membership in this Club must sign the following application:

APPLICATION FOR MEMBERSHIP.

—, OHIO —, 19—.

I, the undersigned, hereby make application for — resident membership in the — Club Company, of — Ohio.

If elected a member of said Club, I agree to pay the entrance fee and annual dues as prescribed by the regulations and by-laws,

from and after my qualification as a member. And I agree to receive and hold my qualifying share of stock under the conditions and limitations prescribed by the regulations of the Company, and any subsequent amendments thereof.

Name —

Occupation —

Mail Address —

We propose and second the aforesaid application, and certify that we are personally acquainted with the applicant.

Proposer —

Seconders —

Each application shall be endorsed by two members of the Club and posted on the bulletin board at least fifteen days before election.

Section 6. Any member may resign on notice to the secretary, and acceptance of his resignation by the board of directors, but no resignation need be considered by the board if the member seeking to resign is then indebted to the Club. Any member must accompany the tender of his resignation with his certificate of stock, which, on the acceptance of his resignation, shall be offered for sale to the highest bidder by the secretary of the Club at a day to be fixed by the secretary, of which ten days' notice shall be given by posting on the bulletin board, and the proceeds of such sale shall be paid over to the member so resigning, less any amount for which he may then be indebted to the Club.

Section 7. Every resident member shall pay to the Club quarterly in advance \$— dues for each share of stock held by him. Every non-resident member shall pay to the Club quarterly in advance \$ — dues for each share of stock held by him.

Section 8. On the first day of each month, or as soon thereafter as practicable, a statement of indebtedness shall be mailed or delivered to each member, and must be paid by the 15th day of that month. The treasurer shall post a list on the bulletin board of the amounts due and unpaid on the 16th day of each month, and shall at the same time notify each member so indebted of the amount of his indebtedness, and request him to pay the same before the first day of the following month. The names of the members failing to pay the amount due by the first day of the following month shall be reported to the board of directors. If such indebtedness shall not have been paid within sixty days after being so reported to the board of directors the board may

remove such member from membership in the Club, and may subject his stock to the payment of such arrearage in the manner hereinafter specified. After the name of the delinquent member has been certified to the board of directors, such member will not be permitted to incur any further current obligations to the Club except that of regular dues. The House Committee shall have power to limit the credit that may be extended to any member or guest for supplies.

Section 9. Upon removal from membership of any person by the board of directors, as hereinbefore specified, he shall be notified to surrender his certificate of stock to the secretary of the Club, and on his doing so, or on default thereof for ten days after the receipt by him of such notice, the secretary of the club shall proceed to sell the stock aforesaid as hereinbefore provided for the sale of stock, and shall account to such person for any surplus received therefrom over and above the amount of his indebtedness to the Club. At any time prior to the posting of such stock for sale the member so in arrears may pay to the treasurer the full amount of his indebtedness and thereby be wholly reinstated.

Section 10. On the decease of a member, his personal representative must surrender the certificate of stock held by deceased for sale as above provided in Section 6; and on failure to so surrender the same within thirty days after notice, the stock shall be posted and sold. Certificates of stock outstanding but not surrendered on notice under this or the preceding sections shall be wholly void and new certificates may be issued in place thereof.

Section 11. No issue of stock hereafter issued by this corporation shall be sold or transferred to any person other than in the manner hereinbefore provided, and at such sales no one may bid more than \$— thereon if there be a waiting list for membership, except those who are on the waiting list or persons acting for them, and notice of sales of stock shall be given to all those who are on the waiting list at the time the stock to be sold is posted. If there be no waiting list then any member of the Club may bid at such sale, or the Club may at its option retire the certificate at its face value.

Article IV.

Section 1. There shall be nine directors of the corporation. Each director shall hold office for three years or until his suc-

cessor is appointed and qualified, and three directors shall be elected at each regular annual meeting. If a vacancy in the board of directors occurs it may be filled by the remaining members of the board for the period until the next annual election, at which the stockholders shall elect a director to fill any unexpired term.

Section 2. Nominations for directors when signed by at least ten members may be posted on the bulletin board within fifteen days of the election. Other nominations may be made at the time of election.

Section 3. The president of the Club shall be elected by the stockholders at their regular annual meeting.

Section 4. It shall be the duty of the board of directors to pass upon applications for membership in this Club, provided, however, that they shall admit no member if there be two dissenting votes.

Section 5. The board of directors shall elect annually from their number a vice-president, a secretary and treasurer, and a chairman of the board; and shall have power at any time to remove such officers. The officers aforesaid shall hold office until their successors are elected.

Section 6. The board of directors shall appoint annually, and change at their pleasure, a house committee of not less than three, of which the chairman of the board shall be chairman, and whose duty it shall be, subject to the direction and control of the board of directors, to manage the affairs of the Club, to regulate prices, audit accounts, receive and act upon complaints and suggestions, and to report whenever required to the board. The house committee shall meet at least once a week.

Section 7. The board of directors shall prescribe rules for the admission of strangers to the Club Rooms, and for the use of the Club premises and its facilities by members and others; fix penalties for violations of the rules and enforce or remit the same; call special meetings of the stockholders; censure, suspend or expel any member for violations of the regulations, by-laws or rules, or for any conduct that may, in the opinion of the board, be prejudicial to the interests of the organization, but no member shall be so censured, suspended or expelled, except by the affirmative vote of a quorum of the directors; nor unless written notice of the charge against him be given him and

an opportunity be afforded the member complained of to be fully heard thereon.

Section 8. The president, or in his absence the vice president, shall preside at all meetings of the stockholders. The chairman of the board shall preside at all meetings of the board of directors.

Section 9. The secretary and treasurer shall keep the records of the Club and the accounts thereof and report monthly to the board of directors, and annually to the stockholders.

Article V.

A member may introduce any person eligible to non-resident membership to the privileges of the Club, for one day, by recording the name of the person or persons so introduced, with his own, in the visitors register, and upon application of a resident member, not in arrears, the secretary shall issue to the stranger a card bearing his name and countersigned by his introducer which shall entitle the stranger to the privileges of the Club for two weeks.

This card shall be presented to the secretary and registered by him and credit for the two weeks shall be given the person named on the card for supplies, at end of which time the person so introduced shall settle and pay his account. In case of non-payment by the person named in the card, his introducer shall be liable for the debt so incurred and the amount thereof shall be added to his account. No stranger shall make any purchase unless his name shall have been inscribed upon the register and a card, countersigned by his introducer, issued to him by the secretary with a copy of this article printed on the back.

Article VI.

The following is adopted as the corporate seal of this Company.

[Seal].

* The — Club Company * — Ohio.

MINUTES OF STOCKHOLDERS' MEETING—CONTINUED.

NOTE.

The code of regulations as adopted should be copied in full on the minutes.

Thereupon the subscribers to the capital stock of The — Company duly executed the following written assent to the adoption of the foregoing code of regulations as follows:

(f)

ASSENT TO ADOPTION OF REGULATIONS.

—, Ohio, — 19—.

We, the undersigned, being the owners of the number of shares of the capital stock of The — Company set opposite our respective names, do hereby assent in writing to the adoption of the code of regulations herein before set forth, for the government of this corporation.

Stockholders	Proxies	Shares

Thereupon the chairman declared the election of a board of directors to be next in order. The incorporators of the company were requested by the chairman to act as inspectors of election. An election for directors was then held.

The names of —, —, —, — and — were placed in nomination as candidates for the office of directors. No other names were proposed. A ballot was then had with the following result, as announced by the inspectors of election.

— received — votes.

— " — "

— " — "

— " — "

— " — "

Thereupon the following certificate of election was here made upon this record of proceedings by the inspectors of election, and appointing a time and place for holding the first meeting of directors:

(g)

CERTIFICATE OF ELECTION OF DIRECTORS.

—, Ohio, — 19—.

We, the undersigned, being the only subscribers to the articles of incorporation of The — Company present at the first meeting of the stockholders of said corporation, held at the office of — in the city of — Ohio, on —, 19—, at — o'clock — M., do hereby certify, that at the election for directors held at such meeting, and at which we acted as inspectors of election, — shares of the capital stock of said corporation were cast in favor of the election of —, —, —, — and — and no votes were cast in favor of the election of any other person. And we do further certify that at said election, —, —, —, — and — were each duly elected to the office of director of said corporation, to hold their said offices until the next annual election of directors, or until their successors are elected and qualified; and we do hereby appoint —, the — day of —, 19—, at — o'clock — M., as the time, and — as the place, for the holding of the first meeting of said directors.

—
—
—
—
—

Incorporators.

There being no further business the meeting adjourned on motion of —.

Attest.

—
Chairman.—
Secretary.

(3) PROCEEDINGS OF DIRECTORS.

(a)

MINUTES OF FIRST DIRECTORS' MEETING.

—, Ohio, —, 19—.

Pursuant to the order made at the first meeting of the stockholders of The — Company held on —, 19—, the directors of said company met at the office of — on —, the — day

of —, 19— at — o'clock — M. Present Messrs. —, —, —, — and —.

An oath faithfully to discharge their duties as directors of said company was then taken, as follows:

(b)

OATH OF DIRECTORS.

State of Ohio, }
 — County, } ss.

We, the undersigned, being duly sworn, say that we will faithfully discharge our duties as directors of The — Company to the best of our ability.

—
 —
 —
 —
 —

Sworn to and subscribed before me this — day of —, 19—.

—
 Notary Public.

— was chosen chairman, and — secretary of said meeting.

On motion of —, duly seconded, the following code of By-Laws was adopted.

(c)

BY-LAWS OF THE — COMPANY.

Article I. *Meetings.*

The Directors shall meet annually at the office of the Company on the first Monday of January of each year at 9 o'clock A. M.

Regular monthly meetings of the board of directors shall be held on the first Saturday of each month at two o'clock P. M.

A majority of the board shall constitute a quorum at all meetings.

Article II. *Vacancies.*

In case of any vacancy in the board of directors caused by death, resignation or otherwise, such vacancy shall be filled for the unexpired term by a majority of the board of directors.

Article III. *Executive Committee.*

The management and conduct of the routine business of this company shall be vested in an executive committee composed of two members. The persons holding the offices of president and — shall ex officio constitute such executive committee. Such executive committee is authorized to hire and discharge employes and make all contracts in the ordinary course of business, and to do all things necessary and incident thereto. In case of disagreement between the members of said committee as to the making or not making of a contract, such contract shall not be entered into without special authority from the board of directors. The executive committee shall make a full report at each regular meeting of the board of directors, and at other times when requested by the board, of all business transacted by it.

Article IV. *Bonds.*

The treasurer and — of this company shall furnish bonds conditioned for the faithful performance of their duties in the penal sum of \$— with two sureties to be approved by the board of directors.

Article V. *Amendments.*

These by-laws may be amended or repealed by a majority vote of the board at any regular meeting or at any special meeting called for that purpose.

MINUTES OF DIRECTORS' MEETING—CONTINUED.

An election of officers was then held by the board, resulting in the unanimous choice of the following:

- president,
- vice president,
- secretary,
- treasurer.

The chairman thereupon declared said persons to be duly elected to said offices, and said persons thereupon entered upon the performance of their duties.

(d)

RESOLUTION OF DIRECTORS ACCEPTING PROPERTY IN PAYMENT FOR STOCK.

The secretary read the following written proposition.

—, Ohio, —, 19—.

To The — Company.

Gentlemen: —

We hereby offer to sell to your company the following property: (description of property)

for the sum of \$—, payable in the stock of your company; the same to be received as full payment of the subscription to the capital stock of your company heretofore made by us; said stock to be issued us fully paid.

Respectfully.

On motion of —, duly seconded, it was resolved to accept said proposition, and that the president and secretary be instructed to issue and deliver certificates for — shares of the subscribed capital stock of this company to said —, in the amounts respectively subscribed by each; the same to be issued as fully paid up; and that said property be received in full payment of the subscriptions to the capital stock made by said — and —; said certificates of stock to be delivered upon the delivery of said property to the company, free of incumbrances, with proper instruments of conveyance thereof. The vote of the directors on said resolution was as follows: Mr. —, yea; Mr. —, yea, etc.

(NOTE.—Directors selling property to the corporation in payment for stock cannot act for the corporation in the transaction.)

Thereupon the board adjourned on motion duly seconded.

Chairman.

President.

Attest:

Attest:

Secretary.

Secretary pro tem.

We hereby approve the foregoing minutes.

—
—
—
Directors.

(e)

RESOLUTION OF DIRECTORS AUTHORIZING LOAN ON BOND AND MORTGAGE.

(Rev. Stats. § 3256.)

Mr. — offered the following resolution and moved its adoption.

“Whereas the best interests of this company require that the sum of \$ — be expended for the purpose of —.

“Therefore be it resolved that this corporation borrow the sum of \$ —, and that the president and secretary of this company be and are hereby authorized to execute and deliver to —, the coupon bonds of this company for said amount, to wit: — bonds of \$ — each, the coupons representing interest at — per cent per annum, due semi-annually, payable in gold coin — years from date; which said bonds shall be of the following tenor and effect, to wit:

(Copy bond in full. For form of corporate bond see Form No. 321, Page 287.)

“And to secure said bonds said president and secretary are authorized and directed to execute a mortgage on all the property of this corporation, both real and personal.

“That the facsimile signature of the treasurer of this Company, engraved upon each and every coupon, is hereby adopted for and instead of the personal signature of said treasurer in the signing and execution of said coupons.”

The motion was duly seconded by Mr. —. Thereupon the president put said resolution and the following was the vote of the directors thereon.

—, yea.

—, yea.

—, yea.

—, yea.

—, yea.

No director voted nay. Thereupon said resolution was declared carried. Mr. — exhibited and read the mortgage proposed to be executed to secure said bonds, and on motion of Mr. —, duly seconded, the same was approved.

No. 464.**AMENDMENTS TO ARTICLES OF INCORPORATION;
PROCEEDINGS FOR.**

(Rev. Stats. § 3238a.)

(a)

WAIVER OF NOTICE OF STOCKHOLDERS' MEETING.

—, Ohio, —, 19—.

We, the undersigned, being all the stockholders (or members) of The — Company, do hereby waive in writing the notice required by law to be given of a meeting of the stockholders (or members) of said The — Company, called by a majority of its directors (or trustees) to be held at — on —, 19—, at — o'clock — M., for the purpose of considering proposed amendments to the articles of incorporation of said company.

Names.

Shares.

.....
.....
.....
.....
.....

NOTE.

(If not waived by all the stockholders or members a notice substantially as follows must be published for at least thirty days prior to the meeting.)

(b)

NOTICE OF STOCKHOLDERS' MEETING.

A meeting of the stockholders (or members) of The — Company will be held at — on —, the — day of —, 19—, at — o'clock — M., to consider the subject of amending the articles of incorporation of said The — Company.

—
—
—

Directors (or Trustees).

(The notice must be given by a majority of directors or trustees.)

NOTE.

(The waiver, or copy of notice with proof of publication, should be entered on the record.)

(c)

MINUTES OF STOCKHOLDERS' MEETING.

—, Ohio, —, 19—.

A meeting of the stockholders (or members) of The — Company was held at — on —, 19—, at — o'clock — M., the time and place specified in the foregoing waiver (or notice). —, president of the Company, presided.

Mr. — presented the following resolution.

(d)

RESOLUTION FOR AMENDMENT OF ARTICLES OF INCORPORATION.

“Resolved, that the articles of incorporation of The — Company be, and the same are hereby amended, so as to

(Copy proposed amendment, *as*

“change the corporate name from The — Company to The — Company,”

or “change the place where said corporation is to be located, and its principal business transacted from —, — county, Ohio, to —, — county, Ohio.”)

Mr. — moved the adoption of said resolution. The motion was duly seconded and a vote thereon was held by ballot. — shares of the capital stock of said company were cast in favor of the adoption of said resolution and — shares were cast against its adoption. (If the corporation has no capital stock, the minutes should be changed accordingly.)

More than three-fifths of the capital stock (or members) of said corporation having *been* voted in favor of the adoption of said resolution the same was declared duly adopted. Thereupon the following written assent and waiver was executed by all the stockholders (or members) of said corporation, as follows:

(e)

WAIVER OF NOTICE OF AMENDMENT.

We, the undersigned, being all of the stockholders (or members) of The — Company, do hereby consent in writing that the notice by publication, required by law to be given, of the amendment to the articles of incorporation of said corporation

made at a meeting of its stockholders (or members) held on — the — day of —, 19—, at the office of —, be and the same is hereby waived.

Names.	Shares.	

There being no further business the meeting adjourned on motion.

Attest: — Secretary.

— President.

NOTE.

(Unless waived by all stockholders or members, a notice in substance as follows should be published for three consecutive weeks.)

(f)

NOTICE.

To whom it may concern:—

Notice is hereby given that at a meeting of the stockholders (or members) of The — Company, held on —, the — day of —, 19—, at the office of —, it was, by a vote of more than three-fifths of the stockholders (or members) resolved

(Copy of resolution in full.)

— Secretary.

(g)

CERTIFICATE OF AMENDMENT TO BE FILED WITH THE SECRETARY OF STATE.

(Copy of resolution in full.)

To the Secretary of State.

Columbus, Ohio.

The — Company, acting by its president and secretary, hereby certifies that the foregoing is a true copy of the original amendment to the articles of incorporation of The — Company which was adopted by a vote of more than three-fifths of its capital stock (or members) at a meeting of said stockholders held on — the — day of —, 19—, at —, notice of which

meeting was duly waived in writing by all stockholders (or members) as provided by law (or, notice of which meeting was duly given according to law).

In testimony whereof, the president and secretary of The — Company, acting for and on behalf of said corporation, have hereunto set their hands and caused the seal of said corporation to be affixed this — day of —, 19—.

[Seal.]

The — Company.

By — President.

— Secretary.

No. 465.

INCREASE OF CAPITAL STOCK; PROCEEDINGS FOR.

(Rev. Stats. § 3262.)

(I) BEFORE ORGANIZATION.

(a)

CONSENT TO INCREASE OF CAPITAL STOCK.

We, the undersigned, being all the subscribers to the capital stock of The — Company, all of the authorized capital stock having been subscribed and an instalment of ten per cent. having been paid thereon, do hereby unanimously consent that the capital stock of said company be increased from \$—, its present capital stock, to \$—, divided into — shares of \$— each.

Names of subscribers..	Shares.	

(b)

CERTIFICATE OF INCREASE, BEFORE ORGANIZATION, TO BE FILED WITH THE SECRETARY OF STATE.

We, the undersigned, being all the original subscribers to the capital stock of The — Company, do hereby certify, that on the — day of —, 19—, the original capital stock was fully subscribed for and an instalment of ten per cent. on each share of stock was paid; and that on said day, by unanimous written consent, it was agreed to increase the capital stock of said The —

Company from \$—, its original capital stock, to \$— divided into — shares of \$— each.

In witness whereof we have hereunto set our hands this — day of —, 19—.

(2) AFTER ORGANIZATION.

(a)

WAIVER AND AGREEMENT FOR PURPOSE OF INCREASING CAPITAL STOCK.

—, Ohio, —, 19—.

We, the undersigned, being the holders of all the capital stock of The — Company, and being this day all present, in person or by proxy, at a meeting of said company,* called by a majority of its directors, to consider the subject of increasing the capital stock of said company, (If the meeting has not been so called, and at any meeting at which all the stockholders are present, in person or by proxy, it is decided unanimously to make an increase of capital, that portion of the above beginning at the * should be omitted.) do hereby waive in writing the notice of such meeting, by publication and by letter, required by law; and we do also agree, in writing, that the capital stock of said company may be increased from \$—, its present capital stock, to \$—, divided into — shares, of \$— each.

Name of stockholder.	Name of Proxy.	No. of Shares.
.....
.....
.....

NOTE.

(If the notice of meeting is not waived, a notice substantially as follows must be given by publication, and by mail, to each stockholder at least thirty days before the time of the meeting.)

(b)

NOTICE OF STOCKHOLDERS' MEETING.

Notice is hereby given that a meeting of the stockholders of The — Company will be held at — on — the — day of —, 19—, at — o'clock — M., for the purpose of considering a proposed increase of the capital stock of said company from \$—, to \$—, or such other amount as may be fixed at said meeting:

—, Ohio, —, 19—.

—
—
—
—
—

Directors.

NOTE.

(At the meeting at which such increase is considered a resolution must be adopted. If the increase is to be common stock, the resolution may be in the following form:)

(c)

RESOLUTION FOR INCREASE.

“Resolved, that the capital stock of The — Company be increased from \$—, its present capital stock, to \$—, divided into — shares, of \$— each; and further, that the president and secretary of said company be instructed to file a certificate of such increase with the Secretary of State.”

NOTE.

(If the increase is to be preferred stock, the resolution should be in the following form:)

“Resolved, That the capital stock of said The — Company be and the same is hereby increased from \$— to \$—, and that — of said increase be issued and disposed of as preferred stock in — shares, of \$— each, and that the purchasers and owners thereof be entitled to receive a dividend on said preferred stock of — per cent. per annum, out of the annual profits, in preference to and before any dividend is paid to other stockholders, and that the holders of said preferred

stock may, at their election, convert the same into common stock, and the president and secretary are hereby authorized to carry out the provisions of this resolution and issue certificates of stock to the subscribers therefor."

(d)

CERTIFICATE OF INCREASE OF CAPITAL STOCK.

— president and — secretary of The — Company, duly authorized in the premises, and acting on behalf of said Company, do hereby certify, that on the — day of —, A. D. 19—, the capital stock of said Company was fully subscribed for, and an installment of ten per cent. on each share of stock had been paid; that on said day, by a vote of the holders of a majority of the stock of said Company, at a meeting called by a majority of its directors, and held at the office of the Company, in the — of —, — county, Ohio, and at which meeting all the holders of the capital stock of said Company were present in person or by proxy, and waived in writing the notice, by publication and by letter, of the time, place and object of such meeting required by law, and also agreed in writing to the increase of capital stock hereinafter set forth, it was on motion, "Resolved, that the capital stock of said The — Company, be increased from \$—, its present capital stock, to \$—, divided into — shares of \$— each; and further, that the president and secretary of said Company be instructed to file a certificate of such increase with the Secretary of State;" which is done accordingly.

(Corporate Seal)

In witness whereof, The aforesaid
— president and — secretary
of The — Company, acting for
and on behalf of said Company,
have hereunto set their hands this
— day of —, A. D. 19—.

The — Company.

By — President.

— Secretary.

No. 466.

REDUCTION OF CAPITAL STOCK; PROCEEDINGS FOR.

(Rev. Stats. § 3264.)

(a)

CONSENT OF STOCKHOLDERS TO REDUCTION OF CAPITAL STOCK.

—, Ohio, —, A. D. 19—.

The undersigned, in whose names a majority of the shares of the capital stock of The — Company stands on the books of the company, hereby consent that the capital stock of said company may be reduced from \$—, its present authorized capital, to \$—, and the nominal value of each share from \$— to \$—, and that the board of directors may take such action as may be necessary to carry such reduction into effect.

Names of Stockholders.	No. Shares Owned.
.....
.....
.....
.....
.....
.....

(b)

RESOLUTION OF BOARD OF DIRECTORS FOR REDUCTION OF CAPITAL STOCK.

“Resolved, that the capital stock of The — Company be and the same is hereby reduced from \$—, the present amount of its authorized capital, to \$—, divided into — shares of \$— each; and further, that the president and secretary are hereby instructed, on surrender of the original certificates, to issue new certificates therefor, and also to file a certificate of such reduction in the office of the Secretary of State, as required by law.”

(c)

CERTIFICATE OF REDUCTION TO BE FILED WITH THE SECRETARY OF
STATE.

CERTIFICATE OF REDUCTION OF CAPITAL STOCK

— of —

The — Company.

To the Secretary of State, Columbus, Ohio:

The — Company hereby certifies that, at a meeting of the directors of said Company, held on —, 19—, the written consent of the persons in whose names a majority of the shares of the capital stock of said Company stood on the books of the Company having first been obtained, the capital stock of said Company was reduced from — dollars (\$—) to — dollars (\$—), divided into — shares of \$— each, and new certificates in accordance therewith directed to be issued on surrender of the original certificates.

In witness whereof, The — Company has caused its name to be hereto subscribed by its president and secretary and its corporate seal to be hereunto affixed this — day of — A. D. 19—.

(Corporate seal.)

The — Company.

By — President.

— Secretary.

No. 467.

ARTICLES OF INCORPORATION OF CORPORATION
NOT FOR PROFIT.

(Rev. Stats. § 3236.)

THESE ARTICLES OF INCORPORATION

— of —

The —

Witnesseth, that we, the undersigned, — of whom are citizens of the State of Ohio, desiring to form a corporation not for profit under the general corporation laws of said State, do hereby certify:

First. The name of said corporation shall be —.

Second. Said corporation is to be located, and its principal business transacted at —, in — county, Ohio.

Third. The purpose for which said corporation is formed is — (for statements of purposes of various corporations see following forms).

In witness whereof we have hereunto set our hands this — day of —, A. D. 19—.

—
—
—
—
—
—
—

The State of Ohio, County of —, ss.

On this — day of —, A. D. 19—, personally appeared before me, the undersigned, a — within and for said county, the above-named —, who each severally acknowledged the signing of the foregoing articles of incorporation to be his free act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal on the day and year last aforesaid.

—
—

The State of Ohio, County of —, ss.

I, — clerk of the court of common pleas, within and for the county aforesaid, do hereby certify that —, whose name is subscribed to the foregoing acknowledgment as a —, was at the date thereof a —, in and for said county, duly commissioned and qualified, and authorized as such to take said acknowledgment; and further, that I am well acquainted with his handwriting, and believe that the signature to said acknowledgment is genuine.

In witness whereof, I have hereunto set my hand and affixed the seal of said court at — this — day of — A. D. 19—.

—
Clerk.

STATEMENTS IN ARTICLES OF INCORPORATION OF PURPOSES OF
VARIOUS CORPORATIONS NOT FOR PROFIT.**No. 468.**

CHURCH.

The purpose for which said corporation is formed is not for profit but to promote the cause of the Christian religion; to provide a place of worship for its members to be conducted in accordance with the rules and laws of the Methodist Episcopal Church; to receive, hold and disburse gifts, bequests, and other funds for said purposes; to own and maintain suitable real estate and buildings for its purposes, and to do all things necessary and incident thereto

No. 469.

PUBLIC LIBRARY.

The purpose for which said corporation is formed is not for profit but to own, maintain, and conduct a public library in the village of —, Ohio; to lease, purchase and maintain suitable real estate and buildings for said purpose; to receive, hold and disburse donations, bequests and other funds for the purposes of said corporation and to do all things necessary and incident thereto.

No. 470.

BOARD OF TRADE.

The purpose for which said corporation is formed is to collect and circulate valuable and useful information relating to the manufacturing, industrial and mercantile interests of the city of —, Ohio; to oppose the enactment of laws prejudicial to said interests; to encourage wise and useful legislation; to investigate transportation systems and endeavor to correct the abuses and evils existing therein; to secure reasonable and fair rates of freight to and from said city; to aid in the adjustment of controversies and misunderstandings between its members and others; and generally to promote and maintain the general welfare of the manufacturing, industrial and mercantile interests of said city.

No. 471.

REGULATIONS OF CORPORATION NOT FOR PROFIT.

Article I. *Meetings of Members.*

(a) *Annual meeting.* The annual meeting of the members of this association shall be held at — on the first Monday in January of each year at — o'clock, — M.

(b) *Periodical Meetings.* — (monthly, quarterly, etc.) meetings shall be held at — on the — at — o'clock — M.

(c) *Special Meetings* of the members may be called by the trustees, or by any two members, by giving notice in writing to each member by mail at his last known address, or by publication in some newspaper published in — Ohio, for — days. At all meetings — shall constitute a quorum.

Article II. *Trustees.*

The number of trustees shall be —. The election of trustees shall be held at the annual meeting of members, or at a special meeting called for that purpose.

Trustees shall hold office for one year or until their successors are elected and qualified. Trustees chosen at the first election shall hold office until the time fixed for the next annual meeting, or until their successors are elected and qualified.

Article III. *Officers.*

The officers of the association shall be a president, vice president, secretary and treasurer. Said officers shall be chosen by the trustees by a majority ballot, and shall hold office for one year or until their successors are elected and qualified, except that officers elected at the first meeting of the trustees shall hold office until the next annual meeting of the trustees, or until their successors are elected and qualified.

NOTE.

(The president must be chosen by the trustees; but the regulations may provide for the election of other officers by the members. Rev. Stats. § 3247.)

Article IV. *Duties of Officers.*

(a) *President.* The president shall preside at all meetings of the members and trustees, sign the records thereof, and per-

form generally all the duties usually performed by presidents of like associations, and such further and other duties as may be from time to time required of him by the members or trustees.

(b) *Vice President.* The vice president shall perform all the duties of the president in case of the absence or disability of the latter. In case both president and vice president are absent or unable to perform their duties, the members or trustees, as the case may be, may appoint a president pro tempore.

(c) *Secretary.* The secretary shall keep minutes of all the proceedings of the members and trustees of this association and make a proper record of the same, which shall be attested by him, and generally perform such duties as may be required of him by the members or trustees.

(d) *Treasurer.* The treasurer shall receive and have in charge all monies belonging to the association and shall disburse the same as may be ordered by the board of trustees. He shall keep an accurate account of the moneys received and disbursed by him, and shall generally perform such duties as may be required of him by the members and trustees. On the expiration of his term of office he shall turn over to his successor, or to the board of trustees, all money and property of the company in his hands.

Article V. *Qualifications of Members.*

Any person may become a member of this association upon election by three-fourths of the members present at any regular meeting, and by signing the membership roll and agreeing to be bound by the regulations and by-laws of the association; and by payment of the initiation fee specified in these regulations.

Article VI. *Initiation Fee and Dues.*

Each member shall pay an initiation fee of — dollars within — days after election and in case of failure so to do, said election shall be void. The annual dues of the members shall be — dollars, payable semi-annually. Failure to pay dues within thirty days after the same are due and payable shall be a cause for expulsion.

Article VII. *Suspension and Expulsion of Members.*

Any member may be suspended or expelled by the board of trustees for failure to pay dues, or for conduct unbecoming a member. Before any member is suspended or expelled he shall be notified in writing by mail at his last known address of the charges against him, and of the time and place of the trustees, meeting at which the same are to be considered, at least five days before said meeting; and shall be given an opportunity to defend, and shall have the right to appeal from the decision of the board of trustees to the members, and, at his request the secretary shall call a special meeting of the members to consider said appeal.

Article VIII. *Order of Business.*

Unless changed by a majority vote, at all members meetings, the order of business shall be as follows:

- (1) Reading of the minutes.
- (2) Reading of reports and statements.
- (3) Unfinished business.
- (4) Election of trustees.
- (5) New or miscellaneous business.

Article IX. *Amendments.*

These regulations may be amended or repealed by the written assent thereto of the members of this association, or by a majority vote of the members at a meeting called for that purpose.

WRITTEN ASSENT TO ADOPTION OF REGULATIONS.

(Rev. Stats. § 3251.)

We, the undersigned, being more than two-thirds of the members of The — Association, do hereby assent in writing to the adoption of the foregoing code of regulations for the government of this association.

—, Ohio, —, 19—.

No. 472.

SALE OF ENTIRE PROPERTY AND ASSETS OF CORPORATION; PROCEEDINGS FOR.

(Rev. Stats. §§ 3256b, 3256c.)

(a)

MINUTES OF DIRECTORS' MEETING.

—, Ohio, —, 19—.

A meeting of the directors of The — Company was held at the office of the company at — o'clock — M., —, 19—. Present, Messrs. —, —, —, — and —.

The meeting was called to order by —, president of the Company.

Mr. — presented the following resolution:

“Whereas, an offer of \$— has been made by —, for the entire property and assets of The — Company payable in (“cash,” or, “stock of —,” or “bonds of —,”), and whereas, all the terms, considerations and conditions of said proposed sale are contained in the following proposed agreement to wit: (copy proposed agreement in full).

“Therefore be it resolved that said offer be and is hereby accepted subject to the action thereon of the stockholders of this corporation; and that the president and secretary of this company be and are hereby authorized and instructed to execute the foregoing agreement upon the adoption of the same by the stockholders; and that a meeting of the stockholders of this company be called for the purpose of taking into consideration the execution of said proposed agreement to be held at the office of the Company on —, —, 19—, at — o'clock — M. and the secretary is hereby directed to give notice thereof to all the stockholders of this company according to law.”

Mr. — moved the adoption of said resolution. The motion was duly seconded and was put by the president and the following was the vote.

Mr. — yea.

Mr. — yea.

Mr. — yea.

Mr. — yea.

Mr. — yea.

Thereupon the president declared said motion duly carried and said resolution duly adopted.

There being no further business the meeting adjourned on motion duly seconded.

Attest

_____,
Secretary.

_____,
President.

We approve the foregoing minutes.

Directors.

(Three-fourths of the directors must authorize a sale of the entire assets of a corporation.)

(b)

NOTICE OF STOCKHOLDERS' MEETING.

A meeting of the stockholders of The _____ Company will be held at the office of said Company on _____ the _____ day of _____ 19____, at _____ o'clock _____M. for the purpose of considering a proposed agreement for the sale of the entire property and assets of said The _____ Company.

_____ Ohio, _____ 19____.

Directors.

NOTE.

(Ten days' notice of the time and place of holding the meeting and the object thereof must be given by registered letter containing a written or printed notice addressed to each of the persons in whose names the capital stock stands on the books of the corporation; and also by like notice published in some newspaper in the city or town where the corporation has its principal office or place of business. The notice may, however, be waived in writing in case all the stockholders are present in person or by proxy.)

(c)

WAIVER OF NOTICE OF STOCKHOLDERS' MEETING.

— Ohio —, 19—.

We, the undersigned, being the holders of all the capital stock of The — Company and being all present, in person or by proxy as appears below, at a meeting of stockholders called by the board of directors for the purpose of considering a proposed agreement for the sale of the entire property and assets of said corporation, do hereby waive notice of said meeting required by law.

Stockholders.	Proxies.	No. of Shares.

(d)

MINUTES OF STOCKHOLDERS' MEETING.

— Ohio, —, 19—.

Pursuant to the foregoing notice (or waiver) a meeting of the stockholders of The — Company was held at the office of the Company on —, 19—, at — o'clock —M. Mr. —, president of the Company, presided.

Mr. — presented the following resolution:

"Whereas, an offer of \$— has been made by — for the entire property and assets of The — Company, payable in —, and

Whereas, all the terms, considerations and conditions of said proposed sale are contained in the following proposed agreement, to wit:

(copy proposed agreement in full)

And whereas, the directors of this corporation at a meeting held —, 19—, by a vote of more than three-fourths, authorized the execution of said agreement;

Therefore be it resolved that the action of the board of directors be and is hereby ratified; and that said agreement be and

is hereby adopted; and the president and secretary of this corporation are hereby authorized and directed to execute said agreement and all good and sufficient deeds and transfers of all the property and assets of this company upon the terms and conditions in said agreement provided.”

Mr. — moved the adoption of said resolution and agreement. The motion was seconded by Mr. —. The president appointed — and — as tellers. The president thereupon put said motion and a vote by ballot was taken with the following results.

— votes were cast for the adoption of said resolution and agreement.

— votes were cast for the rejection of said resolution and agreement.

Thereupon the tellers announced the foregoing result of the vote and the president declared said motion duly carried and said resolution and agreement duly adopted, more than three-fourths of all the votes cast at the meeting having been cast in favor of such adoption.

There being no further business the meeting adjourned on motion.

Attest:

—

Secretary.

—
President.

No. 473.

CERTIFICATE OF DISSOLUTION OF A CORPORATION FOR PROFIT.

(Where installments of its capital stock have been paid.)

(Rev. Stats. § 5674a.)

—, president, and —, secretary, of The — Company, duly authorized in the premises, and acting on behalf of said corporation, do hereby certify that said corporation has completely closed its business, and paid all its debts and liabilities; that a majority of the directors of said corporation, desiring to surrender its corporate authority and franchises, duly called a meeting of the stockholders of said corporation, by publication for four weeks in the —, a newspaper of general circulation in — county, and by written notice to each stockholder

whose residence is known of the object, time and place thereof, to be held at the office of said corporation, at —, in — county, Ohio, on the — day of — A. D. 19—; that at said meeting of said stockholders held on said date, in pursuance of said notice, it was, by the vote of all of the stockholders of said corporation present, in person or proxy,

“Resolved, that The — Company, having completely closed its business, and paid all its debts and liabilities, hereby surrenders and abandons its corporate authority; and further, that the president and secretary of said corporation be instructed to file a certificate thereof with the Secretary of State;” which is done accordingly.

In witness whereof, the aforesaid —, president, and —, secretary, of The — Company, acting for and on behalf of said corporation, have hereunto set their hands, and caused the seal of said corporation to be affixed this — day of — A. D. 19—.

[SEAL]

The — Company.
By —, President.
—, Secretary.

NOTE.

(The statute does not authorize the waiver of this notice by the stockholders.)

No. 474.

CERTIFICATE OF VOLUNTARY DISSOLUTION OF A CORPORATION FOR PROFIT.

(Where no installments of its capital stock have been paid in.)

(Rev. Stats. § 5674.)

—, president, and —, secretary, of The — Company, duly authorized in the premises, and acting on behalf of said corporation, do hereby certify that no installments of the capital stock of said corporation have been paid in, no investments have been made, and no debts incurred which are unpaid, and that a majority of the directors of said corporation, having become satisfied that the objects of said corporation cannot be accomplished, and desiring to abandon the corporate existence of said corporation, duly called a meeting of the stockholders of said corporation, by publication for two weeks in the —,

a newspaper of general circulation in — county, to be held at the office of said corporation, at —, in — county, Ohio, on the — day of — A. D. 19—; that at said meeting of said stockholders held on said date, in pursuance of said notice, it was, by the vote of a majority in amount of the stockholders of said corporation present, in person or by proxy,

“Resolved, that The — Company, having decided that the objects of said corporation cannot be accomplished, and having fully paid all its debts and liabilities, hereby abandons and dissolves its corporate existence; and, further, that the president and secretary of said corporation be instructed to file a certificate thereof with the Secretary of State;” which is done accordingly.

In witness whereof, the aforesaid —, president, and —, secretary, of The — Company, acting for and on behalf of said corporation, have hereunto set their hands, and caused the seal of said corporation to be affixed, this — day of —, A. D. 19—.

[SEAL]

The — Company,
By —, President.
—, Secretary.

NOTE.

(The statute does not authorize the waiver of this notice by the stockholders.)

No. 475.

CERTIFICATE OF VOLUNTARY DISSOLUTION OF A CORPORATION NOT FOR PROFIT.

(Rev. Stats. § 5674.)

—, president, and —, secretary, of The —, duly authorized in the premises, and acting on behalf of said corporation, do hereby certify that no debts incurred by said corporation are unpaid, and that a majority of the trustees of said corporation, desiring to abandon the corporate existence of said corporation, duly called a meeting of the members of said corporation, by publication for two weeks in the —, a newspaper of general circulation in — county, to be held at the office of said corporation, at —, in — county, Ohio, on the — day of —, A. D. 19—; that at said meeting of said mem-

bers held on said date, in pursuance of said notice, it was, by the vote of a majority of the members of said corporation present, at said meeting,

“Resolved, that The ——— having decided that the objects of said corporation cannot be accomplished and having fully paid all its debts and liabilities, hereby abandons and dissolves its corporate existence; and further, that the president and secretary of said corporation be instructed to file a certificate thereof with the Secretary of State;” which is done accordingly.

In witness whereof the aforesaid ———, president, and ———, secretary, of The ———, acting for and on behalf of said corporation, have hereunto set their hands, this ——— day of ———, A. D. 19—.

[SEAL]

The ———
By ———, President.
———, Secretary.

FOREIGN CORPORATIONS.

No. 476.

STATEMENT BY FOREIGN CORPORATION.

(Rev. Stats. § 148c.)

———, ——, 19—.

To the Secretary of State,
Columbus, Ohio:

———, a foreign corporation organized and existing under and by virtue of the laws of the State of ———, with its principal office located at ———, in ——— county, ———, in compliance with an act of the General Assembly of Ohio, entitled “An act to further supplement section 148 of the Revised Statutes,” passed May 16th, 1894 (as amended May 10th, 1902), requiring a foreign corporation organized for purposes of profit, and owning or using, or which proposes to own or use, a part or all of its capital stock or plant in said State of Ohio, before being permitted to do business, exercise its franchises, or maintain an action therein, under the oath of its president, secretary or other officer, to make and file with the Secretary of State a statement of facts and pay a certain stipulated fee, hereby makes the following declaration:

First. The authorized capital stock of said corporation is ———

dollars (\$—), divided into — (—) shares of the par value of — dollars (\$—) each.

Second. The value of the property owned and used in Ohio, situate at —, is — dollars (\$—).

Third. The value of the property of the company owned and used outside of Ohio is — dollars (\$—).

Fourth. The proportion of the capital stock of the company represented by property owned and used and by business transacted in Ohio is —.

Fifth. The location of its office or offices in Ohio is at —.

Sixth. The names and addresses of the officers or agents of the company in charge of its business in Ohio are as follows:

Name of president, —

Address, —.

Name of secretary, —.

Address, —.

Name of treasurer, —.

Address, —.

Names and addresses of managers or agents, other than as above enumerated: —.

In witness whereof, said — has caused its corporate seal to be affixed and its corporate name to be hereunto attached by an officer thereof, to wit, its —, this — day of —, A. D. 19—.

(L. S.)

By —

STATE OF —, }
COUNTY OF —, } ss.

—, being duly sworn, deposes and says that he is an officer, to wit, the — of —; that he executed the foregoing statement in the name and on behalf of said corporation and caused its corporate seal to be thereto affixed; that he was authorized to make such statement and to execute the same by authority of the corporation, and that the statements therein are true.

Sworn to before me and subscribed in my presence this — day of — A. D. 19—

(L. S.)

STATE OF —, }
 — COUNTY, } ss.

I, —, within and for the county aforesaid, do hereby certify that —, whose name is subscribed to the foregoing acknowledgment as a — was at the date thereof a — in and for said county, duly commissioned and qualified, and authorized as such to take said acknowledgment; and further, that I am well acquainted with his handwriting, and believe that the signature to the same is genuine.

In witness whereof I have hereunto set my hand and affixed the seal of said court of — this — day of — A. D. 19—

(L. S.)

OFFICE OF THE SECRETARY OF STATE.

COLUMBUS, OHIO, — 19—.

From the facts thus reported by the said — I find the proportion of the capital stock of the Company represented by its property and business in Ohio to be — per cent. of its authorized capital stock, to wit; the sum of — dollars, on which I have assessed a fee of one-tenth of one per cent., amounting to the sum of — dollars.

(L. S.)

Secretary of State.

No. 477.

STATEMENT BY FOREIGN CORPORATION.

(Rev. Stats. § 148d.)

(Attach copy of articles of incorporation here.)

TO THE SECRETARY OF STATE,

COLUMBUS, OHIO:

—, a corporation organized and existing under the laws of the State of —, with its principal office located at —, in — county, —, desiring to conform to the laws of Ohio, regulating foreign corporations doing business therein, does hereby make the following statement:

First. The amount of its authorized capital stock is —.

Second. The business or objects of the corporation which

it is engaged in carrying on, or which it purposes to engage in or carry on, in the State of Ohio is —.

Third. The principal place of business of said corporation in Ohio is to be located at — in — county.

Fourth. We hereby appoint —, of —, in — county, Ohio, as the person upon whom process may be served in all actions that may be brought against this Company in any of the courts of the State, and designate his office —, in said city, as the principal office of the Company in the State of Ohio.

In witness whereof, said corporation has caused its corporate seal to be hereto attached, and this certificate to be executed by its president and secretary, this — day of — A. D. 19—.

By — President.
 — Secretary.

STATE OF —, }
 — COUNTY, } ss.

—, and —, being first duly sworn, depose and say that they all did execute and sign the foregoing certificate for and on behalf of said corporation, and that the same is their free act and deed, and is the free act and deed of said —, of which they are respectively the president and secretary; that the statements therein are true, and that the seal attached hereto is the genuine seal of said corporation; they further declare, on oath, that the charter or certificate of incorporation hereto attached is a true copy of the articles of incorporation or charter of said —.

Sworn to before me and subscribed in my presence, this — day of — A. D. 19—.

(L. S.)

STATE OF —, }
 COUNTY OF —, } ss.

I, — within and for the county aforesaid, do hereby certify that —, whose name is subscribed to the foregoing acknowledgment as a —, was at the date thereof a — in and for said county, duly commissioned and qualified, and authorized as

such to take said acknowledgment; and further that I am well acquainted with his handwriting, and believe that the signature to the same is genuine.

In witness whereof I have hereunto set my hand and affixed the seal of said court, at — this — day of — A. D. 19—.

(L. S.)

GENTLEMEN: I hereby accept the appointment as the representative of your Company upon whom process may be served, and agree to the designation of my office —, as your principal office in the State of Ohio.

STATE OF OHIO, COUNTY OF —, ss.

Personally appeared before me, the undersigned, a notary public in and for said county, this — day of — A. D. 19—, the above named —, who acknowledged the signing of the foregoing to be his free act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal on the day and year last aforesaid.

[SEAL]

Notary Public in and for — County, Ohio.

No. 478.

CERTIFICATE OF A FOREIGN CORPORATION RETIRING FROM BUSINESS IN THIS STATE.

(Rev. Stats. §§ 2780-31.)

— president and — secretary of The — Company, a corporation organized under the laws of the State of —, having been duly authorized to do business in this State, in compliance with the provisions of section 148c and 148d of the Revised Statutes, do hereby certify that on the — day of —, 19—, the said corporation, by action of its board of directors duly authorized, has fully retired from business in the State of Ohio, authorizing hereby the cancellation of the certificate of authority

to do business in said State, heretofore issued in the office of the Secretary of State.

In witness whereof, the aforesaid — president and — secretary of The — Company, acting for and on behalf of said corporation, have hereunto set their hands and caused the seal of said corporation to be hereto affixed this — day of —, A. D. 19—.

[SEAL]

The — Company.
By — President.
— Secretary.

MISCELLANEOUS FORMS.

No. 479.

AGREEMENT TO SUBSCRIBE FOR STOCK IN CORPORATION NOT YET ORGANIZED.

This agreement, made and concluded at —, Ohio, this — day of —, 19—, witnesseth:

That, whereas, it is proposed to organize, under the laws of Ohio, a corporation under the name of The — Company, or such other name as may be hereafter determined upon by the parties in interest, and

Whereas, it is proposed that said corporation shall have a capital stock of — dollars (\$—) divided into shares of — dollars (\$—) each, which corporation shall be organized for the purpose of —.

Now therefore the undersigned, in consideration of their mutual promises and agreements, do severally agree to and with each other, and with —, the promoter of said corporation, that they will subscribe for and take and they do hereby severally subscribe for the number of shares of the capital stock of said Company set opposite their respective names.

This agreement is conditional upon the procuring by said — of valid agreements of subscription to at least — shares of — dollars (\$—) each of said capital stock.

In witness whereof the parties have hereunto set their hands the day and year first above written.

Names.

Number of shares.

—.
—

—.
—

No. 480.

CERTIFICATE OF STOCK.

<i>Stub.</i>	CERTIFICATE.
Certificate No. ——— for ——— shares is- sued to ———.	Incorporated under the Laws of the State of Ohio.
Dated ——— 19—.	No. ——— Shares
Transferred from ——— original cer- tificate No. ——— for ——— shares.	THE ——— COMPANY
Dated ——— 19—.	Capital \$——
No. shares trans- ferred ———.	Shares \$—— each.
Received certificate No. ——— for ——— shares.	This certifies that ——— is the holder of ——— shares of ——— dollars each, fully paid, of the capital stock of The ——— Com- pany, transferable only on the books of the corporation in person or by attorney on surrender of this certificate.
——— 19—.	In witness whereof the duly authorized officers of this com- pany have hereunto subscribed their names and caused the cor- porate seal to be hereto affixed
———	at ———, Ohio, this ——— day of ———, 19—.
	——— President.
	——— Secretary.
	[SEAL]

ASSIGNMENT TO BE ENDORSED ON CERTIFICATE.

For value received ——— hereby sell, transfer and assign to ——— (all, or specify number) of the shares of stock within mentioned, and hereby authorize the secretary to make the necessary transfer on the books of the corporation.

Witness ——— hand this ——— day of ——— 19—.

Witnessed by _____

No. 481.**CERTIFICATE OF PREFERRED STOCK.**

(Rev. Stats. § 3235a.)

INCORPORATED UNDER THE LAWS OF THE
STATE OF OHIO.

No. ——— Shares ———

THE ——— COMPANY.

This certifies that ——— is the holder of
——— shares of ——— dollars each, fully paid,
of the preferred stock of The ——— Com-
pany, transferable only on the books of the
corporation, in person or by attorney, on the
surrender of this certificate. The holder of
this certificate is entitled to cumulative divi-
dends in each year at the rate of ——— per
cent per annum, payable out of the net
earnings of said company, in preference to
any dividend on the common stock.

In witness whereof the duly
authorized officers of this com-
pany have hereunto subscribed
their names and caused the cor-
porate seal to be hereto affixed
at ———, Ohio, this ——— day
of ———, 19—.

[SEAL]

———, President.

——— Secretary.

Shares \$—— each.

Stub as in
preceding form.

No. 482.**CERTIFICATE OF STOCK RESERVING LIEN TO SECURE INDEBTEDNESS TO CORPORATION.**

Stub as in
Form No. 480

INCORPORATED UNDER THE LAWS OF THE
STATE OF OHIO.

No. ——— Shares
THE ——— COMPANY.

Capital \$—— Shares \$—— each.

This certifies that ——— is the owner of
—— shares of ——— dollars each, fully paid,
of the capital stock of The ——— Company,
transferable only on the books of the cor-
poration, in person or by attorney, on sur-
render of this certificate and the payment
of all indebtedness of the above owner to
said The ——— Company. The ——— Com-
pany has a first lien on the shares of stock
represented by this certificate to secure all
indebtedness of the above owner to it.

In witness whereof the duly
authorized officers of this com-
pany have hereunto subscribed
[SEAL] their names and caused the cor-
porate seal to be hereto affixed
at ———, Ohio, this ——— day
of ———, 19—.

——— President.

——— Secretary.

NOTE.

(See *Stafford v. Produce Exchange Banking Co.*, 61 O. S. 160.)

No. 483.**PROXY.**

Know all men by these presents, that I, the undersigned stock-
holder in The ——— Company, do hereby appoint ——— my true
and lawful attorney, substitute and proxy, with power of substitu-
tion, for me and in my name to vote at the annual meeting of

stockholders in said company, to be held on — the — day of —, 19—, or at any adjournment of said meeting, with all powers I should have if personally present, hereby revoking all proxies heretofore given.

Dated at — on this — day of — 19—.

Witness _____

No. 484.

PROXY. ANOTHER FORM.

Know all men by these presents that I, — of —, hereby appoint — to be my substitute and proxy, for me, and in my name, place and stead, to vote at any election held by the stockholders of The — Company for directors within — months from the date hereof, and to vote on all matters considered at any stockholders' meeting, annual or special, held during said period, as fully as I might do if personally present.

In witness whereof I have hereunto set my hand and seal at — this — day of — 19—.

Witness.

_____ [SEAL]

NOTE.

(A seal is not required in Ohio but is required in some States. It is prudent to execute proxies under seal, when intended for use in another State, or when the corporation is organized under the laws of another State.)

No. 485.

PROXY. ANOTHER FORM.

Know all men by these presents, that I, —, do hereby constitute and appoint — my attorney and substitute, for me and in my name, place and stead, to vote as my proxy at any annual or special meeting of the stockholders of The — Company for the election of directors, and upon such other questions as may come before any such meeting, according to the number of votes I should be entitled to cast if then personally present.

In witness whereof I have hereunto set my hand and seal this — day of — A. D. 19—. _____ (L. S.)

Sealed and delivered in presence of _____

No. 486.ORDER TO PAY SINGLE DIVIDEND TO THIRD
PERSON.

(Dividend order.)

— OHIO, —, 19—.

To the Treasurer of

The — Company.

Pay to —, or order, dividend due —, 19—, on — shares of stock in your company, standing in my name, and this shall be your sufficient voucher.

No. 487.

PERMANENT DIVIDEND ORDER.

— OHIO, —, 19—.

To the Treasurer of

The — Company.

Until this order is revoked in writing please remit by mail to —, (give mail address) —, all dividends now due or which may hereafter be declared on all shares of the capital stock of The — Company, now or hereafter standing in the name of —.

Witness
—**No. 488**

RAILROAD CONSOLIDATION AGREEMENT.

Agreement of Consolidation

of

The A. B. etc. — Company.

and

The C. D. etc. — Company.

This agreement made and concluded this — day of —, 19—, by and between The A. B. etc. — Company and The C. D. etc. — Company, witnesseth:

That whereas, both parties hereto are corporations duly organized and existing under the laws of the State of Ohio, and desire to consolidate.

Now therefore, said corporations, acting herein by authority of resolutions of their respective boards of directors, and subject to the ratification of their respective stockholders, as required by law, in consideration of their mutual agreements, covenants, provisions,

and grants herein contained and of the benefits to accrue to the parties hereto, do hereby agree to consolidate their business, property, franchises and rights, so as to become one corporation, and, by these presents, do merge and consolidate their capital stock, franchises, and property into one corporation to be known by the name of The E. F. etc. — Company, upon the following terms and conditions, to wit:

First. All the rights, franchises, privileges, property, and appurtenances of every kind and description, credits, choses in action, debts, claims and demands of each of the parties hereto shall vest in the consolidated company.

Second. The consolidated company shall assume and be bound by all the liabilities and obligations of each of the corporations, parties hereto.

Third. The capital stock of the consolidated company shall be \$—, divided into — shares of \$— each.

Fourth. The directors of the consolidated company shall be — in number, and the officers shall be a president, vice president, secretary and treasurer.

The names and residences of the first directors of said consolidated company are as follows:

Names.	Residences.
—	—
—	—
—	—
—	—
—	—

The names and residences of the first officers are as follows:

Names	Residences.
President,	
Vice President,	
Secretary,	
Treasurer,	

Fifth. The manner of converting the capital stock of each of the constituent companies parties hereto shall be as follows:

(a) For each share of the capital stock of the A. B. etc. — Company surrendered to the consolidated company shall be issued to the holder thereof — shares of the capital stock of the consolidated company.

(b) For each share of the capital stock of The C. D. etc. — Company surrendered to the consolidated company shall be issued

to the holder thereof — shares of the capital stock of the consolidated company.

Sixth. Each of the constituent companies, parties hereto, for itself and not for the other, in consideration of the premises, does hereby grant, convey, assign, set over and vest in the said consolidated company for the purpose of such consolidation, all of the property, rights, franchises, privileges and powers by it now held or in or to which it has any right, title, interest, or claim in law or equity; and each of said constituent companies hereby agrees to execute and deliver all instruments of conveyance and assignment necessary to vest in said consolidated company the legal title to all of said property, rights, franchises, and privileges.

In witness whereof, said The A. B. etc. — Company, by its board of directors, has caused its corporate seal to be hereunto affixed and these presents to be signed by its president and secretary and by a majority of its board of directors, the day and year first above written.

And said The C. D. etc. — Company, by its board of directors, has caused its corporate seal to be hereunto affixed and these presents to be signed by its president and secretary, and by a majority of its board of directors, the day and year first above written.

In presence of

—
—

The A. B. etc. — Company.
— President.
— Secretary.

[SEAL] —
—
—

Directors.

The C. D. etc. — Company.
— President.
— Secretary.

[SEAL] —
—
—

Directors.

CERTIFICATE OF CONSOLIDATION.

I, —, secretary of The A. B. etc. — Company duly authorized in the premises, do hereby certify that at a meeting of the stockholders of said company, duly called and held at — in the city of —, — county, Ohio, on the — day of —, 19—, at which meeting all the stockholders of said company were present in person or by proxy and waived, in writing, the notice of the time and place of holding the same and consented in writing that said meeting should be then and there held, the original agreement of consolidation, of which the foregoing is a true copy, was submitted for consideration and considered, and on a vote by ballot being taken for the adoption or rejection of the same, all the issued and outstanding capital stock of said company, to wit: — shares were cast in favor of the adoption of said agreement and no vote was cast for its rejection.

In witness whereof I have hereunto set my hand officially and affixed the corporate seal of said company this — day of —, 19—.

[SEAL]

Secretary of the A. B. etc. — Co.

NOTE.

(Add similar certificate by secretary of the other constituent company. See Rev. Stats. § 3381.)

No. 489.

UNDERWRITING AGREEMENT.

This agreement made the — day of —, 19—, between —, hereinafter referred to as the underwriters, parties of the first part, The — Trust Company of — Ohio, hereinafter referred to as The Trust Company, party of the second part, and C. D. & Company of — Ohio hereinafter referred to as the Bankers, parties of the third part, witnesseth:

That whereas, through the efforts of the Bankers the properties known as The — Electric Railway Company, The — Electric Light Company and The — Traction Company have been consolidated into a new corporation, duly organized under the laws

of Ohio, under the name of The — Traction and Light Company, and

Whereas, the Trust Company is about to advance the sum of — dollars (\$—) to said The — Traction and Light Company, which loan is to be evidenced by the promissory note of said company for said amount indorsed by said C. D. & Company, and payable in — from the date of this agreement, with interest at — per cent. per annum, and

Whereas, said C. D. & Company as collateral security for said loan are to pledge — consolidated mortgage bonds of said The — Traction & Light Company and — shares of the capital stock of said company, the same being now owned by said C. D. & Company, and

Whereas, the underwriters desire to purchase certain of said bonds and stock of said The — Traction & Light Company so to be held as collateral security for such loan :

Now therefore, the underwriters, in consideration of the premises, and of the sum of one dollar and of other valuable considerations, the receipt of which is hereby acknowledged, do, each for himself or themselves and not for the others, promise and agree to and with The Trust Company that after —, 19—, and before —, 19—, said underwriters will, upon demand of The Trust Company, purchase the number of bonds of said The — Traction & Light Company of the par value of — dollars (\$—) each, now in the possession of the Trust Company, and the number of shares of the capital stock of The — Traction & Light Company of the par value of — dollars (\$—) each, set opposite their respective names, and to pay for each such bond and each twenty-five shares of such stock the sum of — dollars (\$—) together with the accrued interest on each bond.

It is mutually agreed that the Trust Company shall have the right to reduce the subscription of any underwriter and to make allotment to any underwriter of less than the amount of bonds and stock subscribed for. In case of any such allotment the underwriter or underwriters to whom such less amount may be allotted agrees that he or they will accept and pay for such less number so allotted at said price of — dollars (\$—) for each bond and twenty-five shares of stock, with accrued interest on all bonds.

It is further mutually agreed that the Bankers shall have the

right to purchase from the Trust Company at any time on or before —, 19—, all or any part of the bonds subscribed for by this agreement, at a price of not less than — dollars (\$—) for each bond and each twenty-five shares of stock, with accrued interest on each bond, but the proceeds of all bonds and stock so sold shall be applied by the Trust Company to the payment of the above mentioned loan. In case the Bankers shall purchase all of said bonds and stock subscribed for by this agreement, then and in that event the underwriters shall be released from all further liability under or by virtue of this agreement and the Trust Company promises and agrees to notify the underwriters of such release.

In the event of the failure of the underwriters, or any of them, to accept and pay for the said bonds as provided in this agreement, the holder or holders of said promissory note of The — Traction & Light Company may, without demand or notice, sell, assign, or deliver the whole or any part of such bonds and stock not so accepted and paid for, at public or private sale, without advertisement or notice, and the Trust Company may become the purchaser thereof at public sale, freed from any equity of redemption and the underwriters severally agree that all the costs and expenses of such sale, including attorney's fees, may be deducted from the proceeds of such sale, and the residue applied on the indebtedness under this agreement of the underwriter or underwriters so in default; that the overplus, if any, shall be paid to said The — Traction & Light Company, and the underwriters hereby severally promise and agree to pay any and all deficiency which may arise under their own subscriptions and default, but not otherwise.

The Trust Company agrees that upon the payment therefor at the price aforesaid at any time between —, 19—, and —, 19—, it will deliver to the person or persons entitled thereto the amount of bonds and stocks subscribed for, or allotted to, the several underwriters, first deducting, however, their several respective proportions of the bonds and stock theretofore purchased by the Bankers as hereinbefore provided.

It is mutually agreed that each underwriter shall be liable only for or upon the amount of the subscription made by him and not for or upon the subscription of any other person.

In witness whereof, the name of The — Trust Company is

hereunto subscribed by its president and its corporate seal hereunto affixed attested by its secretary, and the said C. D. and Company and the underwriters have hereunto subscribed their names the day and year first above written.

No. 490.

STOCK POOLING AGREEMENT.

Know all men by these presents, that the undersigned, the owners of the number of shares of the capital stock of The — Company, a corporation organized and existing under the laws of Ohio, set opposite their names, respectively, hereby agree, one with the other, to place and deposit their certificates evidencing the number of shares of said stock set opposite their respective names, with — of —, to be kept, held and possessed by said — for and during a period of — years from and after —, 19—, upon the following terms and subject to the following restrictions, to wit:

(1) All certificates of said stock shall be endorsed in blank by the owners thereof prior to depositing the same as aforesaid, and the stock represented by the certificates so deposited shall, upon deposit as aforesaid, be pooled, and shall not be sold or in any manner disposed of, except as herein provided.

(2) Each of the parties hereto does hereby promise and agree, one with the other, that if, during said period of — years, he desires to sell or dispose of his shares of stock so deposited and pooled, he will give notice in writing of such desire to all of the other parties hereto, whereupon all of said other parties hereto shall jointly have the option and right to purchase the same within — days after receipt of such notice for the price and upon the terms following, to wit: The amount to be paid for such shares under said option shall be the "book value" thereof at the time said notice is given, to wit: that proportionate value of the net assets of said corporation which the number of shares proposed to be sold bears to the entire issued capital stock of said corporation.

In determining the value of said net assets of the corporations, all patents or copyrights owned or held by the corporation and the good will of its business shall be excluded and not taken into

consideration; all materials and stock, finished, semi-finished and raw, shall be valued at the actual cost thereof with suitable allowance for depreciation; and the plant, machinery, equipment, fixtures and furnishings, and all accounts, claims, notes and choses in action receivable shall be valued at their true value in money. From the total of said tangible property, valued as aforesaid, shall be deducted the total amount of the indebtedness of the corporation.

The terms of sale under said option shall be as follows —.

(3) It is mutually agreed that if all of the parties hereto, to whom any notice of a desire to sell is given as hereinbefore provided, shall be unwilling to join in a purchase under said option, that said option may be exercised by such of the parties as may desire so to do, who shall make such purchase under such option jointly; but each and every party hereto shall be entitled to participate in such purchase if he desire so to do.

(4) Any and all stock purchased under the provisions of this agreement shall be owned jointly by the parties participating in its purchase; the same shall not be sold or disposed of except with the written consent of the parties owning eighty per cent. thereof and all dividends on the same shall be paid to —, who shall distribute the same among the parties participating in its purchase.

(5) This pool and agreement may be terminated at any time upon the unanimous consent of the parties hereto.

In witness whereof the parties have hereunto set their hands this — day of —, 19—.

— owning — shares of said stock —.

— owning — shares of said stock —.

NOTE.

An agreement between stockholders whereby they bind themselves not to dispose of any stock during a certain period without their joint consent is valid. *Hey v. Dolphin*, 92 Hun 230 (N. Y.). Also an agreement between two or more stockholders binding themselves to offer their stock to the other, in case they desire to sell. *Scruggs v. Cotterill*, 67 N. Y. App. Div. 583; *Jones v. Brown*, 171 Mass. 318.

No. 491.**VOTING TRUST AGREEMENT.**

(a)

DEPOSIT BLANK.

The — Trust Company,
— Ohio.

Depository for A. B., C. D. and E. F., trustees for stockholders of The — Company.

The undersigned, holder of the certificates of the capital stock of The — Company listed below, hereby deposits the same with said trustees, duly assigned to said trustees, to be exchanged for certificates of deposit issued by said The — Trust Company, on behalf of said trustees, for the purposes and subject to the terms and conditions endorsed hereon, and also endorsed on said certificates of deposit.

Number of stock certificate.	Date of issue.	Name of person to whom issued.

(Signature of depositor) —
(Address) —
—, Ohio, —, 19—.

(b)

CERTIFICATE OF DEPOSIT.

No. —, —, Ohio, —, 19—.

The — Trust Company of — hereby certifies that it has received from — certificate number — for — shares of \$100. each of the common stock of The — Company, which certificate is deposited under and subject to the terms and conditions endorsed hereon, to which the holder hereof assents and agrees to be bound by receiving this certificate.

The interest represented by this certificate is transferable only on the books of said trustees in person or by attorney and the

surrender of this certificate, under rules established by the trustees hereunder.

The ——— Trust Company
By ——— Secretary.

For A. B.
C. D.
E. F. Trustees.

(c)

TERMS AND CONDITIONS ENDORSED ON DEPOSIT BLANK, AND ON
CERTIFICATE OF DEPOSIT.

(1) This deposit is made for the purpose of enabling widely separated stockholders of said The ——— Company to actively and effectively participate in the control and management of its affairs for the benefit of both said corporation and said stockholders.

(2) By the deposit of the within mentioned shares with said The ——— Trust Company of ———, hereinafter termed the depository, the within named trustees are vested with the same powers, in all respects as to voting or otherwise, as if the trustees were the absolute owners thereof.

(3) The genuineness of the certificates of stock deposited, in respect to which this certificate of deposit is issued, is not guaranteed, and the trustees reserve the right to call in this certificate upon returning to the holder thereof the certificate so deposited by him in case the genuineness of such certificate is disputed or doubtful.

(4) All proceedings of the trustees shall in case of difference be decided by a majority of the votes of the trustees present at a meeting.

(5) In case of the death or resignation of any of the trustees, or in case of a vacancy through any cause, the remaining trustees are authorized to fill such vacancy or vacancies, and the person or persons so selected shall have the same powers as if he or they had been originally a trustee hereunder. Any trustee absent or incapacitated through illness may, with the consent of the other trustees, appoint a proxy or substitute who shall represent him and perform his duties hereunder.

(6) Said trustees shall not, without the consent of a majority

of the certificate holders at a meeting called for that purpose, agree or vote at any stockholders meeting in favor of increasing or reducing the capital stock of said The — Company, or in favor of issuing preferred stock, or of executing any mortgage on the property of said corporation except as a renewal or refunding of the loans now secured by mortgage.

(7) Meetings of the certificate of deposit holders may be convened by the trustees on ten days' notice to each certificate holder mailed to his last known address. The place and time of meetings shall be fixed by the trustees and mentioned in such notice.

(8) Each trustee is responsible only for the bona fide exercise of his judgment on the matters and things done by said trustee. No trustee shall be liable for the act or omission of any agent hereunder, nor by reason of any error of law or of any matter or thing done or omitted under this agreement, except for his own malfeasance.

(9) Any and all dividends declared and paid upon the shares deposited hereunder shall be paid to the persons appearing by the transfer books of said trustees to be the owners thereof.

(10) A charge of — per share is to be paid to the depositary on deposit of the within shares for the purpose of defraying the expenses of such deposit and of said trustees.

NOTE.

For the validity of the foregoing agreement, see *Railway Co. v. State*, 49 O. S. 668. Such an agreement, however, may be revoked by any one of the stockholders, although it is in terms irrevocable. *Griffith v. Jewett*, 15 W. L. B. 419. For voting trust agreement held invalid, see *State ex rel. v. Standard Oil Co.*, 49 O. S. 137.

No. 492.

BOND HOLDERS' AGREEMENT; CORPORATION IN DEFAULT FOR INTEREST ON MORTGAGE BONDS.

This agreement made and concluded at — this — day of —, 19—, by and between A. B., C. D. and E. F., hereinafter termed the "Committee" parties of the first part, and such holders of the first mortgage bonds of The — Electric Railway

Company secured by its mortgage dated —, 19—, as shall become parties hereto in the manner hereinafter provided, hereinafter termed "Bondholders," parties of the second part, witnesseth, that

Whereas, said The — Electric Railway Company issued its first mortgage bonds dated —, 19—, secured by a mortgage executed by said Electric Railway Company to The — Trust Company of — as trustee and recorded —, and said Electric Railway Company has made default in the payment of certain of its obligations, including the interest due on said bonds —, 19—, and receivers have been appointed for the property of said Electric Railway Company, and it is necessary that the holders of said bonds unite for the protection of their common interests: Now, therefore, the depositing bondholders, said parties of the second part, do hereby severally agree, each with the other and others and with the committee, as follows, to wit:

First. This agreement shall be signed by the members of said committee and deposited with The — Trust Company of —, hereinafter termed the "Depositary." The holders of any of such mortgage bonds may become parties to this agreement and obtain the benefits thereof by depositing, on the terms of this agreement, on or before such date as the committee may fix or limit, their bonds with the coupons for interest thereon due —, 19—, and subsequent thereto. Registered bonds must be accompanied by suitable transfers thereof.

Such depositing bondholders shall receive certificates of deposit issued by said depositary for the bonds and coupons deposited, which certificates shall be in such form, and shall be transferable, subject to this agreement, in such manner as the committee shall approve. Upon the transfer of any certificate the transferee shall for all purposes be substituted for the prior holder under this agreement. Each depositor hereunder, and each holder of a certificate of deposit issued hereunder, and each transferee of any such certificate, shall be bound by all the provisions of this agreement as fully as if he had signed the same. The committee and the depositary may treat each certificate of deposit as a negotiable instrument and the holder for the time being as the absolute owner thereof, and shall not be affected by any notice to the contrary.

The committee in its discretion, with or without prior publica-

tion of notice, may fix or limit a date after which holders of such bonds shall not be entitled to deposit their bonds hereunder: and any such holders who fail to deposit their bonds and coupons on or before any date so fixed or limited will not be entitled to deposit the same or to become parties to this agreement or to share in the benefits thereof, and shall acquire no rights hereunder; but the committee, in its discretion, either generally or in special instances, and on such terms and conditions as it shall prescribe, may, by a written direction filed with said depository, extend the time for receiving deposits or authorize the receipt of any deposit at a later date, or waive any default.

Each depositing bondholder, for himself, but not for the others, by the deposit of his bonds, assigns and transfers the bonds and coupons deposited by him, to the committee and their survivors and their successors, as joint tenants, and agrees that the committees shall be vested with all the rights and powers of owners thereof; and all bonds and coupons deposited shall be received and held by the depository subject to the order of the committee.

Second. The depositing bondholders authorize and request the committee in its discretion, as owners and holders of said deposited bonds, to demand, receive and collect the interest and principal of the deposited bonds; to declare due the principal of said bonds, and to revoke any such declaration; to request the trustee of said mortgage to institute foreclosure or other proceedings; to institute or become parties to any legal proceedings which any of the depositing bondholders may institute or become parties to, and to become parties to, or exercise control over, all legal proceedings now pending or hereafter instituted in which the holders of said bonds are or may be interested, including the right to apply for receivers or for the removal of receivers and the substitution of other receivers; to exercise every right and power conferred upon owners or holders of said bonds by the terms thereof, or by the mortgage securing the same or otherwise; and generally to do any and all things which the committee in its discretion may deem necessary or expedient for any of the foregoing purposes, or for the protection of the interests of the depositing bondholders, or of the holders of the certificates issued hereunder, or for the purpose of carrying out any of the provisions of this agreement; it being hereby expressly declared that the specifica-

tion of particular powers shall not be construed as limiting any of the general powers hereby conferred.

Third. The committee may borrow such sums of money not exceeding in the aggregate three per cent. of the par value of the bonds which shall be deposited hereunder, as may be required for the purpose of paying the expenses incurred by the committee hereunder, and the reasonable compensation of the committee, and it may charge or pledge the deposited bonds pro rata for the redemption of any sums borrowed; and if any sum shall be collected by the committee upon the deposited bonds and coupons the committee may apply such moneys to the payment of any sums so borrowed, and to the payment of such expenses and compensation.

Fourth. The committee is hereby authorized and empowered to adopt, or approve of, a plan or agreement for the reorganization or readjustment of the interests of all or any of the bondholders and other creditors and parties interested in said railway company, which plan or agreement may provide for the purchase of all or any of the property of said railway company at any foreclosure or other sale and for the organization of a new company to acquire such property and for the issue, disposition and distribution of all or any of the stock and bonds of such new company, and for raising any sums in cash deemed necessary for improvements, working capital, expenses and other purposes. Any such plan or agreement may contain any terms and provisions and may confer upon the committee, or upon any other committee designated in such plan or agreement, any powers which the committee hereunder may deem reasonable and proper; and full power and discretion in that behalf is hereby conferred upon the committee, subject to the right of dissent and withdrawal next hereinafter referred to. When the committee shall have adopted or approved of any such plan or agreement, a copy thereof shall be lodged with the depositary hereunder, at its office in the city of —, with the written adoption or approval thereof endorsed thereon by majority of the members of the committee, and thereupon a brief notice of the fact of the adoption or approval of a plan or agreement of reorganization or readjustment shall be published by the committee at least twice in each week for two successive weeks in two newspapers published in the city of — and such lodgment of said plan or agreement and publi-

cation of notice thereof shall be conclusive notice to all depositing bondholders and to all holders of certificates of deposit of the adoption or approval of such plan or agreement by the committee. Any then holders of certificates of deposit, who, within thirty days after the first publication of such notice, shall surrender their certificates and pay a ratable amount of the obligations and expenses and reasonable compensation of the committee to the date of such surrender (not exceeding in the aggregate three per cent. of the par value of the deposited bonds), shall thereupon be entitled to withdraw from such plan or agreement and to receive from the depository the respective bonds in respect of which such certificates were issued (or a like amount of bonds of the same issue) and any sums realized thereon remaining in the hands of the committee and such certificate holders by such withdrawal shall thereupon and without any further act be released from this agreement and cease to have any rights hereunder or under such plan or agreement. All holders of certificates who shall not exercise such right within said thirty days after such first publication to withdraw the bonds in respect of which their certificates were issued shall be conclusively deemed to have finally assented to and adopted such plan or agreement (whether they had actual notice or not), and shall be bound by all the terms and provisions thereof without further act or notice and the committee shall be fully authorized to carry out such plan or agreement irrespective of the parties withdrawing, and shall have full power and authority to use, transfer or deliver, under or in accordance with such plan or agreement, the deposited bonds and coupons, which shall not have been withdrawn as aforesaid, as fully as though such plan or agreement were a part hereof and had been expressly assented to by the depositing bondholders and the holders of the certificates of deposit issued hereunder.

Fifth. The committee undertakes in good faith to endeavor to protect the interests of the depositing bondholders under this agreement, but the members of the committee assume no further responsibility. In case the committee for any cause should deem it inexpedient to proceed further under this agreement, it shall cause notice thereof to be published at least twice in two newspapers in the city of — and shall return to the holders of certificates of deposit issued hereunder the bonds represented by

such certificates (or like amount of bonds of the same issue) and any sums realized thereon remaining in the hands of the committee, upon surrender of the respective certificates of deposit and payment of ratable amounts of the obligations, expenses and reasonable compensation of the committee.

Sixth. The committee may employ such counsel, attorneys and agents as it may deem necessary and may fix the compensation for their services and may make such other expenditures as it shall deem necessary for any of the purposes of this agreement, and it may procure the performance of any of the matters herein provided for by agents, trustees or substitutes.

In all cases a majority of the members of the committee, present in person or by proxy, shall constitute a quorum, but no action shall be taken except with the assent of the majority of the whole committee, such assent being given in person or by proxy at a meeting, or in writing without a meeting. Such action of a majority shall constitute the action of the committee, and shall have the same effect as if assented to by the whole committee.

The committee shall keep a record of its acts and proceedings. Any member of the committee, by written appointment, may empower any other member of the committee, or any person approved by a majority of the remaining members of the committee, to vote and act as his proxy with all the powers of the member making the appointment. Any member of the committee may at any time resign by giving notice in writing to the chairman or secretary of the committee, and the committee may settle any account or transaction with such member or with the personal representatives of a deceased member and give a full release and discharge upon any such resignation. Any vacancy in the committee caused by resignation, death, or otherwise, may be filled by appointment in writing by a majority of the remaining members; and the committee may in like manner add to its number by appointing an additional member or additional members. All title, rights, duties and powers vested in the committee hereunder shall from time to time vest in the members of the committee for the time being without any further appointment, transfer or assignment whatsoever. The present or future members of the committee may be or become pecuniarily interested in any of the bonds or matters which are the subject of

this agreement including the right to become members of any syndicate formed in connection therewith.

Seventh. No member of the committee shall be liable in any case for the acts of the other members or of the depositary, nor for the acts of any attorney, trustee or agent selected in good faith, nor shall any member be personally liable for any error of judgment, or mistake of law, but each shall be liable only for his own willful malfeasance. The members of the committee shall be entitled to receive reasonable compensation for their services. The holders of certificates of deposit, by receipt of any securities or cash distributed by the committee and surrender of their certificates, release and discharge the committee from all liability.

This agreement shall extend to and be obligatory upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

In testimony whereof, the members of the committee have hereunto set their hands the day and year first above written and the parties of the second part have executed this agreement by depositing their bonds and coupons and accepting certificates of deposit therefor.

CHAPTER XXI.

DECEDENTS' ESTATES.

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No. 493.

NOTICE OF APPOINTMENT OF ADMINISTRATOR OR EXECUTOR.

(Rev. Stats. § 6088.)

The undersigned has been duly appointed administrator of the estate (or, executor of the last will and testament), of C. D., late of — county, deceased.

All persons indebted to the estate are requested to make immediate payment, and persons having claims against the estate will present their claims, duly authenticated, for settlement, within one year from this date.

—, Ohio, —, 19—.

No. 494.

AFFIDAVIT FOR PROOF OF PUBLICATION OF ADMINISTRATOR'S (OR EXECUTOR'S) APPOINTMENT.

(Rev. Stats. § 6089.)

(Copy of advertisement.)

STATE OF OHIO, }
— COUNTY, } ss.

—, being first duly sworn according to law, says that the

foregoing advertisement was published in the —, a newspaper printed and of general circulation in said county, for three consecutive weeks commencing on the — day of —, 19—, and that each insertion was upon — day.

(If the newspaper has also a daily edition add.) Affiant further says that a daily and weekly edition of said newspaper is published, and that the circulation of the daily edition in this county exceeds that of the weekly, and that the cost of publication in the daily does not exceed that of the weekly edition.

Sworn to before me by said — and by him subscribed in my presence this — day of —, 19—.

No. 495.

AFFIDAVIT TO CLAIM AGAINST ESTATE OF DECEDENT.

(Rev. Stats. § 6092.)

STATE OF OHIO, }
 — COUNTY. } ss.

E. F., being first duly sworn, says that he is — (treasurer of The — Company, a corporation organized under the laws of —, *or*, a member of the firm of E. F. & Company, *or*,) the owner of the claim hereto annexed, marked "Exhibit A" and made part hereof, consisting of — (an account, *or*, a promissory note, etc.): that said claim is justly due to said — from the estate of said X. Y. deceased: that no payments have been made thereon (except as specified thereon), and that there are no set-offs against the same to the knowledge of affiant.

E. F.

Sworn to before me by said E. F. and by him subscribed in my presence this — day of —, 19—.

Notary Public.

ENDORSEMENT OF ALLOWANCE.

(Rev. Stats. § 6097.)

The within claim of \$— is hereby allowed as a valid claim against the estate of X. Y., deceased.

Administrator.
 (*or*, Executor).

No. 496.

REQUISITION TO REJECT CLAIM.

(Rev. Stats. § 6098.)

To G. H., executor of the last will and testament (or administrator of the estate) of I. J., deceased.

You will take notice that the undersigned, a creditor of the estate of I. J., deceased, does hereby require you to reject and disallow the claim of X. Y. against said estate for the sum of — dollars (describe claim). Said claim having been, as I am informed, presented to you for allowance.

A. B.

No. 497.

BOND ON REQUISITION TO REJECT CLAIM.

(Rev. Stats. § 6098.)

Know all Men by these Presents:

That we, A. B., C. D. and E. F. are held and firmly bound unto G. H., executor of the last will and testament (or administrator of the estate) of I. J., deceased, in the sum of — dollars to be paid to the said G. H., as aforesaid and his successors, for which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators severally and firmly by these presents. The condition of the above obligation is such, that whereas, A. B. has this day filed in the probate court of — county, Ohio, his written requisition on the said G. H., executor of the last will and testament (or administrator of the estate) of I. J., deceased, as aforesaid, to disallow and reject the claim of X. Y. against the estate of said I. J., amounting to the sum of — dollars. Now therefore, if the said A. B. shall well and truly pay all costs and expenses of contesting said claim, in case it shall be finally allowed as (or decided by a court of competent jurisdiction to be) a valid and proper claim against said estate, then the above obligation to be void, otherwise to remain in full force and effect.

Signed at — by us this — day of —, 19—.

Executed in presence of

—

—
—
—

No. 498.NOTICE OF ADMINISTRATOR'S OR EXECUTOR'S
SALE.

(Rev. Stats. § 6076.)

The undersigned will offer for sale at public auction at the late residence of X. Y., deceased, in the — of —, — county, Ohio, on the — day of —, 19—, the personal property of said X. Y., deceased, consisting in part of —.

Sale to commence at — o'clock —. M.

Terms of sale cash.

—, Ohio, —, 19—.

A. B.

Administrator of the estate of
X. Y., deceased, (or, executor
of the last will and testament
of X. Y., deceased).

No. 499.

NOTICE OF SALE OF DESPERATE CLAIMS.

(Rev. Stats. § 6078.)

The undersigned will sell at public auction at — on the — day of —, at — o'clock — M., 19—, the following claims belonging to the estate of C. D. (insert list of claims). Said sale to commence at — o'clock — M., sharp: terms of sale cash.

—
Administrator, etc.

CHAPTER XXII.

DEEDS.

NOTE.

A deed is a written instrument whereby the title to real property is conveyed. A deed is necessary to convey the legal title to real property.¹ Such title cannot be conveyed by an assignment endorsed on the back of a deed.²

When a deed has been executed and delivered, the title cannot be conveyed by a destruction of the deed with the consent of all parties.³

Kinds of deeds. A **quit claim deed** conveys such interest as the grantor may have, without covenants of title or warranty.

A **general warranty deed**, in addition to the usual covenants of seizin, etc., contains a covenant on the part of the grantor that he, his heirs, executors and administrators, will warrant and defend the premises conveyed to the grantee, his heirs and assigns forever, against all lawful claims whatsoever.

A **special warranty deed** contains covenants that the premises conveyed are free and clear from all incumbrances by, from, through or under the grantor, and that the grantor will warrant and defend the same against the lawful claims of all persons claiming by, from, through or under said grantor.

Parts of a deed. The component parts of a warranty deed are, (1) The premises, which includes the names and description of the parties, the consideration and its receipt, the operative words of conveyance and the description of the property conveyed. (2) The habendum clause which defines the quantity of interest or estate conveyed to the grantee. (3) The reddendum clause which contains the reservations and exceptions. (4) The conditions. (5) Covenants. (6) Covenant of warranty. (7) The conclusion, containing the signatures, attestation and acknowledgment. The statute⁴ prescribes formalities which must be followed in the signing, witnessing and acknowledgment of a deed and a mistake in these respects cannot be corrected. No formal requirements as to the other parts of a deed are prescribed by statute. The form and requisite certainty of such other parts are left to the general rules of law.⁵

¹ Lindsley v. Coats, 1 Ohio 243.

² Bentley v. DeForest, 2 Ohio 217.

³ Dukes v. Spangler, 35 O. S. 119.

⁴ Rev. Stats., § 4106.

⁵ Dodd v. Bartholomew, 44 O. S. 171 (177).

Designation of parties. The grantor and grantee should be described in the premises so as to clearly identify the person by whom, and the person to whom, the conveyance is made. Errors in these respects, however, are not fatal, if the parties can be identified by reference to other parts of the instrument. The correct signature of the grantor may cure a misdescription in the body of the instrument, providing the certificate of acknowledgment contains the correct name, or refers to him as "the above named grantor."⁶

And if no grantee is named in the premises, or the grantor is named as grantee, but the grantee is correctly named in the habendum clause, the error is cured.⁷

Husband and wife as grantors. If the title and ownership is in the husband alone, it is sufficient for the wife to release her right of dower, without joining in the granting part of the deed or in the covenants. But if the wife has any interest in the property beyond a contingent right of dower she must join in the granting clause. Her release of dower does not operate to pass her title.⁸

To bar a wife's right of dower, words showing that intent must be used or she must join in the granting clause. Where a wife is named in the clause describing the parties and in the attesting clause, the covenants all being by the husband alone, and no terms employed touching her contingent estate of dower, the wife's right of dower is not barred.⁹

Where a wife joins in the granting part of a deed she is barred of her right of dower, although no words are used expressly releasing her dower, and although she does not join in the covenants.¹⁰

Partners. In a deed to or by partners the names of the individual members of the firm should be designated, and a deed from a partnership should be executed by all the partners, as a partnership cannot hold or transfer the *legal* title in or by the name of the firm;¹¹ although a *mortgage* may be executed to a partnership to secure a debt due to the firm.¹²

Corporations. A conveyance to or by a corporation should be in the name of the corporation.¹³ A deed executed in the name of a corporation, by its president, under the seal of the corporation, is presumed to have been authorized by the directors, and is *prima facie* valid.¹⁴

The officer who executes a deed on behalf of the corporation, and

⁶ *Dodd v. Bartholomew*, 44 O. S. 171 (177).

⁷ *Irwin's Heirs v. Longworth*, 20 Ohio 581; see also, *Hitesman v. Donnel*, 40 O. S. 287.

⁸ *Lessee of Foster v. Dennison*, 9 Ohio 121; *Cincinnati v. Lessee of Newell*, 7 O. S. 37.

⁹ *McFarland v. Febigers' Heirs*, 7 Ohio (pt. 1) 194.

¹⁰ *Smith v. Handy*, 16 Ohio 191.

¹¹ *Stambaugh v. Smith*, 23 O. S. 584 (597).

¹² *Bank v. Johnson*, 47 O. S. 306.

¹³ See *Hatch v. Barr*, 1 Ohio 390.

¹⁴ *R. R. Co. v. Harter*, 26 O. S. 426; *Bank v. Flour Co.*, 41 O. S. 557.

affixes its corporate seal, is the proper person to acknowledge the deed.¹⁵

Municipal corporation. A deed executed by the clerk of a municipal corporation, under his official seal as city clerk, and his private scroll, under authority of an ordinance authorizing him to execute "a proper deed of conveyance under the corporate seal of said city" is ineffectual to convey the title of the corporation. The deed should have been executed by the mayor.¹⁶

County Commissioners. When real estate is vested in county commissioners, for public purposes, they may dispose of it in the same manner as individuals could.¹⁷

Consideration. A consideration must be stated in the deed. The consideration may be a *good* or a *valuable* consideration. A *good* consideration is such as that of blood, or of natural love and affection, when a man grants an estate to a near relation, being founded on motives of generosity, prudence and natural duty. A *valuable* consideration is such as money, marriage or the like, which the law esteems an equivalent given for the grant; and is therefore founded in motives of justice.¹⁸

The consideration of *one dollar* expressed in a deed is a valuable consideration, and as between the parties is sufficient to support the deed.¹⁹

The nature of the consideration expressed in a deed, whether good or valuable, cannot, as between the parties or their heirs, be changed by parol evidence, but a different consideration from that expressed may be shown if not inconsistent with, or repugnant to, the expressed consideration. It may also be shown on behalf of creditors that a deed founded upon an expressed valuable consideration was in fact without any consideration.²⁰

Description of property. The description of the property is sufficient if it indicate the land intended to be conveyed.²¹

Habendum clause. The usual effect of a habendum clause is to define the extent of the ownership in the thing granted to be held and enjoyed by the grantee; yet it is not an essential part of a deed, and its effect may not only be qualified and restrained by other parts of the deed, but where it is repugnant to the grant, it has no validity or effect whatever. It yields to the manifest intent and terms of the grant.²²

But when not repugnant to other parts of the instrument, full effect is given to its provisions.²³

¹⁵ Sheehan v. Davis, 17 O. S. 571.

¹⁶ Tiffin v. Shawhan, 43 O. S. 178; see Newton v. Commissioners, 26 O. S. 619; Rev. Stats., §§ 1536-774.

¹⁷ Reynolds v. Commissioners, 5 Ohlo 204.

¹⁸ Groves v. Groves, 65 O. S. 442 (446).

¹⁹ Brown v. Whaley, 58 O. S. 654 (667).

²⁰ Groves v. Groves, 65 O. S. 442 (449).

²¹ Cunningham v. Harper, Wright 366.

²² Ball v. Forman, 37 O. S. 132 (141).

²³ See Garlick v. Railway Co., 67 O. S. 223 (229).

Exceptions and reservations.

The *reddendum* clause contains the exceptions and reservations from the grant. An exception is separating part of that embraced in the description, and already existing in species; as, excepting a particular parcel of land from a farm granted by general words. A reservation is something newly created out of the granted premises by force and effect of the reservation itself; as, an easement out of land granted.²⁴

Conditions.

A condition is some quality annexed to real estate by virtue of which it may be defeated, enlarged, or created upon an uncertain event.²⁵

A *condition precedent* is one which must happen or be performed before the estate can vest or be enlarged. A *condition subsequent* is one, upon the failure or non-performance of which, an estate already vested may be defeated.

Restrictions as to use of property by grantee.

Stipulations in a deed imposing restrictions on the use of the property by the grantee are valid, when the effect of the stipulation is not to accomplish an unlawful purpose. The following restrictive provisions have been upheld. A stipulation prohibiting the use of the property for hotel purposes;²⁶ prohibiting the sale of liquor;²⁷ prohibiting the erection of a building within a prescribed distance from the street;²⁸ and requiring that all buildings erected shall cost a specified amount.²⁹

Covenants.

A covenant is an agreement in a deed whereby either party stipulates for the truth of certain facts, or binds himself to perform, or give, something to or for the other.³⁰

The customary covenants in a deed are (1) Covenant of seizin and right to convey,³¹ (2) against incumbrances, and (3) of warranty; that the grantor will warrant and defend the title against all lawful claims and demands whatsoever. A covenant of warranty is in the nature of a covenant for quiet enjoyment.³²

Execution.

A deed must be signed by the grantor, and such signing must be acknowledged by the grantor in the presence of two witnesses who shall attest the signing and subscribe their names to the attestation, and such signing shall also be acknowledged by the grantor before an officer authorized by law to take acknowledgments.³³

The signature of the grantor may be by mark.³⁴

The grantor is not required to seal the instrument.³⁵

Two witnesses are required. A deed not attested by two witnesses does not operate to pass the legal title to the property.³⁶

²⁴ Manley v. Carl, 20 C. C. 161 (165), 11 C. D. 1.

²⁵ Anderson Dict. of Law.

²⁶ Stines v. Dorman, 25 O. S. 580.

²⁷ Johnson Co. v. Covats, 22 C. C. 206.

²⁸ McGuire v. Caskey, 62 O. S. 419.

²⁹ Isham v. Matchett, 18 C. C. 338.

³⁰ Anderson Dictionary of Law.

³¹ Devore v. Sunderland, 53 O. S. 52.

³² Bank v. Parisette, 68 O. S. 450 (458).

³³ Rev. Stats., § 4106. See "Acknowledgments."

³⁴ Truman v. Lore, 14 O. S. 144 (154).

³⁵ Rev. Stats., § 4.

³⁶ Patterson v. Pease, 5 Ohio 190.

The grantee cannot be a witness.³⁷

Where the name of only one witness is subscribed to the attestation clause, the signature of the officer to the certificate of acknowledgment will not answer a double purpose and supply the deficiency in the attestation.³⁸

Delivery and record. An instrument, although duly executed, cannot take effect as a deed unless it is delivered.³⁹

A deed must be recorded in the office of the recorder of the county in which the premises are situated, and until so recorded or filed for record, is deemed fraudulent so far as it relates to a subsequent bona fide purchaser having, at the time of purchase, no knowledge of the existence of such former deed or instrument.⁴⁰

The record of a deed is prima facie evidence of its delivery, but such prima facie case may be rebutted by proof.⁴¹

³⁷ Amick v. Woodworth, 58 O. S. 86.

⁴⁰ Rev. Stats., § 4134.

³⁸ White v. Denman, 1 O. S. 110.

⁴¹ Mitchell v. Ryan, 3 O. S. 377.

³⁹ Williams v. Schatz, 42 O. S. 47
(50).

SUGGESTIONS AS TO PREPARATION OF DEEDS.

If the grantor is unmarried that fact should be recited in language similar to the following: "Know all men by these presents, that A. B., unmarried," or, "widower," or, "widow, the grantor," etc.

If the grantor is married the wife or husband must join either in the granting clause, or, as in the following form, in the clause releasing dower. If the wife or husband has any interest in the property except contingent dower, she or he must join in the granting clause.

If the grantor is a corporation, the words "its successors" should be used in the covenant of seizin, etc., clause, instead of the words "his heirs, executors, and assigns."

If the grantee is a corporation, the words "its successors" should be used, instead of the words "his heirs," in the (1) premises, (2) habendum clause, (3) covenants of seizin, etc., clause and (4) release of dower clause.

Care should be taken to specify all incumbrances which are to be assumed by the grantee, including taxes, mortgages, leases, rights of way, etc.

Two witnesses must attest the execution of the deed and the officer taking the acknowledgment must subscribe his name to the certificate of acknowledgment.

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No. 500.**GENERAL WARRANTY DEED.**

Premises and
granting clause.

Know all men by these presents, that A. B. of —, the grantor, in consideration of — dollars (\$—) to him paid by C. D., the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said grantee, his heirs and assigns forever, the following described real estate, situated in the — of —, county of — and State of Ohio and

(description of property)

and all the estate, title and interest of said grantor in and to said premises.

Habendum clause.	To have and to hold said premises, with the appurtenances thereunto belonging, to the said grantee, his heirs and assigns forever, subject, however, to all legal highways and subject to the conditions herein contained.
Covenants of seizin, right to convey and against incumbrances.	And the said grantor, for himself and his heirs, executors and administrators, hereby covenants with the said grantee, his heirs and assigns, that said grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in manner aforesaid, and that the same are free and clear from all incumbrances,
Incumbrances not warranted against.	(except taxes for the last half of the year 19—, or, except a mortgage for \$— dated —, 19—, to —, and recorded in — (if mortgage is to be expressly assumed by grantee add) which said grantee assumes and agrees to pay:)
Covenant of warranty.	and further, that said grantor will warrant and defend the same against all claims of all persons whatsoever (except said taxes or, said mortgage).
Release of dower.	And M. B., wife of said A. B., does hereby release to said grantee, his heirs and assigns, all her right and expectancy of dower in said premises.
Conclusion.	In witness whereof the said A. B. and M. B. have hereunto set their hands, this — day of — A. D. 19—.
	Signed and acknowledged A. B. in presence of M. B. — (Certificate of acknowledgment, — form No. 1, page 11.)

NOTE.

For circumstances under which a grantee taking property subject to incumbrances may be personally liable, see *Brewer v. Maurer*, 38 O. S. 543 (548); *Society of Friends v. Haines*, 47 O. S. 423.

No. 501.**QUIT CLAIM DEED.**

Know all men by these presents, that A. B., the grantor, in consideration of — dollars (\$—) to him paid by C. D., the grantee, the receipt of which is hereby acknowledged, does hereby remise, release and forever quit claim to the said grantee, his heirs and assigns forever, the following described real estate, situated in the — of —, county of — and State of Ohio and

(description of property)

and all the estate, right, title and interest of said grantor in and to said premises.

To have and to hold the same, with all the privileges and appurtenances thereunto belonging, into said grantee, his heirs and assigns, forever.

And M. B., wife of said A. B., does hereby release unto the said grantee, his heirs and assigns, all her right and expectancy of dower in said premises.

In witness whereof the said A. B. and M. B. have hereunto set their hands this — day of —, in the year of our Lord one thousand nine hundred and —.

Signed and acknowledged

A. B.

in presence of

M. B.

J. R.

L. N.

(Certificate of acknowledgment, form No. 1, page 11.)

No. 502.**QUIT CLAIM DEED ESTOPPING GRANTOR FROM CLAIMING UNDER AN AFTER ACQUIRED TITLE.**

Know all men by these presents, that A. B., the grantor, in consideration of — dollars (\$—) to him paid by C. D., the grantee, the receipt of which is hereby acknowledged, does hereby give, grant, remise, release and forever quit claim unto said grantee, his heirs and assigns forever, all such right and title as said grantor has, or ought to have, in and to the follow-

ing described premises, situated in the — of —, county of — and State of Ohio.

(description of property).

To have and to hold the premises aforesaid, with all the privileges and appurtenances thereunto belonging, unto the said grantee, his heirs and assigns forever, so that neither he, the said grantor, nor his heirs or assigns, nor any other person claiming title through or under him, shall or will hereafter claim or demand any right or title to the premises herein conveyed, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

And M. B., wife of said A. B., does hereby release unto the said grantee, his heirs and assigns, all her right and expectancy of dower in said premises.

In witness whereof the said A. B. and M. B. have hereunto set their hands this — day of — in the year of our Lord, one thousand nine hundred and —.

Signed and acknowledged

A. B.

in presence of

M. B.

J. R.

L. N.

(Certificate of acknowledgment, form No. 1, page 11.)

NOTE.

A form similar to the foregoing has been frequently used in Ohio as and for an ordinary quit claim deed. It, however, is more than an ordinary quit claim deed. The grantor in an ordinary quit claim deed may maintain title under a subsequent purchase. Under the foregoing form the grantor is estopped from setting up an after-acquired title. *Garlick v. Railway Co.*, 67 O. S. 223.

No. 503.

SPECIAL WARRANTY DEED.

Know all men by these presents, that A. B. of —, the grantor, in consideration of — dollars (\$—) to him paid by C. D., the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to said

grantee, his heirs and assigns forever, the following described premises, situated in the — of —, county of — and State of Ohio,

(description of property)

and all the estate, title and interest of said grantor in and to said premises.

To have and to hold said premises, with the appurtenances thereunto belonging, to the said grantee, his heirs and assigns forever, subject, however, to all legal highways.

And the said grantor, for himself and his heirs, executors and administrators, hereby covenants with the said grantee and his heirs and assigns, that said premises are free and clear from all incumbrances whatsoever by, from, through or under the said grantor, except — .

and that said grantor will forever warrant and defend the same, with the appurtenances thereunto belonging, unto said grantee, his heirs and assigns, against the lawful claims of all persons claiming by, from, through or under the grantor herein.

And M. B., wife of said A. B., does hereby release to the said grantee, his heirs and assigns, all her right and expectancy of dower in said premises.

In witness whereof the said A. B. and M. B. have hereunto set their hands this — day of — in the year of our Lord, one thousand nine hundred and —.

Signed and acknowledged
in presence of

A. B.
M. B.

J. R.
L. N.

(Certificate of acknowledgment, form No. 1, page 11.)

NOTE.

See *White v. Brocaw*, 14 O. S. 339.

No. 504.

DEED EXECUTED BY ATTORNEY IN FACT.

(Rev. Stats. §§ 4109, 4110.)

(Follow form § 500 to the last clause.)

In witness whereof the said A. B. and M. B. acting herein by

G. H., their attorney in fact, duly authorized hereto by a power of attorney dated —, 19—, have hereunto set their hands this — day of — in the year of our Lord, one thousand nine hundred and —.

Signed and acknowledged	A. B.
in presence of	by G. H. his attorney.
I. J.	M. B.
L. N.	by G. H. her attorney.

(Certificate of acknowledgment, form No. 2, page 11.)

No. 505.

GENERAL WARRANTY DEED BY A CORPORATION.

Know all men by these presents, that the A. B. Company, a corporation duly organized and existing under and by virtue of the laws of Ohio, the grantor, in consideration of — dollars (\$—) to it paid by C. D., the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said grantee, his heirs and assigns forever, the following described real property, situated in the — of —, county of — and State of Ohio, and

(description of property)

and all the estate, title and interest of said grantor in and to said premises.

To have and to hold said premises, with the appurtenances thereunto belonging, to the said grantee, his heirs and assigns forever, subject however, to all legal highways and subject to the conditions herein contained.

And the said grantor, for itself and its successors, hereby covenants with the said grantee, his heirs and assigns, that said grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in manner aforesaid, and that the same are free and clear from all incumbrances.

(except —)

And further, that said grantor will warrant and defend the same against all claims of all persons whomsoever.

In witness whereof said The A. B. Company has caused its corporate name to be subscribed, and its corporate seal to be

affixed to these presents by its president and secretary this — day of —, in the year of our Lord, one thousand nine hundred and —.

Signed, sealed and acknowledged

The A. B. Company.

in presence of

By P. R., President.

I. J.

S. T., Secretary.

L. N. (Corporate seal)

(Certificate of acknowledgment, form No. 3, page 11.)

NOTE.

See Hays v. Galion Gas Light & Coal Co., 29 O. S. 330 (334). For execution of deeds by railway companies, see Rev. Stats. § 3282.

No. 506.

WARRANTY DEED TO A CORPORATION.

Know all men by these presents, that A. B. of —, the grantor, in consideration of — dollars (\$—) to him paid by The C. D. Company, a corporation duly organized under and by virtue of the laws of Ohio, the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said grantee, its sucesors and assigns forever, the following described real property, situated in the — of —, county of — and State of Ohio, and

(description of property)

and all the estate, title and interest of said grantor in and to said premises.

To have and to hold said premises, with the appurtenances thereunto belonging, to the said grantee, its successors and assigns forever, subject, however, to all legal highways and subject to the conditions herein contained.

And the said grantor, for himself and his heirs, executors and administrators, hereby covenants with the said grantee, its successors and assigns, that said grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in manner aforesaid, and that the same are free and clear from all incumbrances

(except —).

And further that said grantor will warrant and defend the same against all claims of all persons whomsoever.

And M. B., wife of said A. B., does hereby release to the said grantee, its successors and assigns, all her right and expectancy of dower in said premises.

In witness whereof the said A. B. and M. B. have hereunto set their hands this — day of —, in the year of our Lord, one thousand nine hundred and —.

Signed and acknowledged

A. B.

in presence of

M. B.

I. J.

L. N.

(Certificate of acknowledgment, form No. 1, Page 11.)

No. 507.

DEED CONTAINING RESTRICTIVE AGREEMENTS OF GRANTEE AS TO USE OF THE PROPERTY.

Know all men by these presents, that A. B. of —, the grantor, in consideration of — dollars (\$—), to him paid by C. D., the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said grantee, his heirs and assigns forever, the following described real property, situated in the — of —, county of — and State of Ohio, and

(description of property)

and all the estate, title and interest of said grantor in said premises.

To have and to hold said premises, with the appurtenances thereunto belonging, to the said grantee, his heirs and assigns forever, subject, however, to all legal highways and subject to the conditions herein contained.

**Restrictive
agreement.**

As a further consideration for this conveyance and in consideration of the incorporation of like covenants, save as to the value of the residence to be erected on each subplot, in any and all conveyances of other sublots in said allotment, the grantee herein, for himself, his heirs, executors, administrators and assigns, hereby covenants and agrees to and with the said grantor, his heirs, executors, administrators and assigns,

for the use and benefit of said grantor, his heirs, executors, administrators and assigns, and of every other person who shall or may become the owner of, or have any title derived immediately or remotely from, through or under the said grantor, his heirs, executors, administrators and assigns, to any lot or parcel of land situated in said allotment, as follows:

(1) Until the — day of —, 19—, the premises hereby conveyed shall not be used by the said grantee, his heirs or assigns, for apartment or boarding house purposes, but shall be used for private residence purposes only.

(2) During said period not more than one single dwelling house or residence shall occupy the premises hereby conveyed.

(3) During said period no dwelling house or residence shall be erected or moved upon the premises herein conveyed, or any part thereof, which shall be of less value than — dollars (\$—).

(4) During said period no dwelling house, residence or other structure shall be located or placed upon the premises herein conveyed within (*forty* (40)) feet of the (*west*) line of said — Avenue.

(5) During said period any dwelling house or residence placed upon said premises shall be located and erected upon the (*southerly*) side of said subplot.

(6) During said period no liquors, either spiritous, vinous or fermented shall be manufactured or sold on said premises.

And the said grantor, for himself, etc. (insert covenants, release of dower, conclusion, etc., as in form No. 500, page 573).

NOTE.

As to what constitutes a violation of similar restrictive agreements, see *Burton v. Stapely*, 4 N. P. (N. S.) 65.

No. 508.

DEED CONTAINING EXCEPTIONS AND RESERVATIONS.

Know all men by these presents, that A. B. of —. the grantor, in consideration of — dollars (\$—), to him paid by C. D., the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said

grantee, his heirs and assigns forever, the following described real property, situated in the — of —, county of —, and State of Ohio, and

(description of property)

and all the estate, title and interest of said grantor in and to said premises.

To have and to hold said premises, with the appurtenances thereunto belonging, to the said grantee, his heirs and assigns forever, subject, however, to all legal highways ;

Exception of minerals. (Excepting and reserving to the grantor, his heirs and assigns, all minerals underlying the soil, with the right to enter on said premises and mine or excavate the same with all machinery, appliances, fixtures and things necessary or convenient therefor.)

Reservation of right of way. (Excepting and reserving to the grantor, his heirs and assigns, a right of way over the premises herein granted, as follows: *description of way.*)

And said grantor for himself, and his heirs, executors and administrators, etc. (continue with covenants, release of dower, and conclusion as in form No. 500, page 573).

NOTE.

See Sloan v. Lawrence Furnace Co., 29 O. S. 568.

No. 509.

DEED CREATING LIFE ESTATE WITH REMAINDER OVER.

Know all men by these presents, that A. B. of —, the grantor, in consideration of — dollars (\$—), to him paid by C. D. and E. F., the grantees, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto said grantees, the following described real estate, situated in the — of —, county of — and State of Ohio, and

(description of property)

and all the estate, title and interest of said grantor in and to said premises.

To have and to hold said premises, with the appurtenances thereunto belonging, but subject to all legal highways, unto the said C. D., and his assigns, for and during the natural life of said

C. D. and upon his death then unto the said E. F., his heirs and assigns, forever (continue with covenants, etc., as in form No. 500, page 573).

No. 510.

DEED OF ESTATE IN REMAINDER, SUBJECT TO LIFE ESTATE.

Know all men by these presents, that whereas, A. B., of —, the grantor, is the owner of an estate in remainder in the real property hereinafter described, subject to an estate for the life of one X. Y., which is vested in said X. Y.

Now, the said grantor, in consideration of — dollars (\$—), to him paid by C. D., the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, remise, release and convey unto the said grantee, his heirs and assigns forever, the estate in remainder of said grantor in and to the following described real property, to-wit: situated in the — of —, county of — and State of Ohio, and

(description of property).

To have and to hold said premises, with the appurtenances thereunto belonging, after the death of the said X. Y., to the said grantee, his heirs and assigns forever, subject, however, to all legal highways, and subject to the conditions herein contained.

And the said grantor, for himself and his heirs, executors and administrators, hereby covenants with the said grantee, his heirs and assigns, that said grantor is the true and lawful owner of an estate in remainder in said premises, and is well seized of the same in fee simple, after the death of said X. Y., and has good right and full power to sell, release and convey the same in the manner aforesaid and that the same are now free and clear from all incumbrances, and that after the death of said X. Y. said premises shall be free and clear from all incumbrances.

And further, that said grantor will, after the death of the said X. Y., warrant and defend the same against all claims of all persons whomsoever.

In witness whereof, the said A. B. has hereunto set his hand this — day of —, A. D. 19—.

Signed and acknowledged

A. B.

in presence of

(Certificate of acknowledgment, form No. 1, Page 11.)

No. 511.**DEED BY TENANT FOR LIFE.**

Know all men by these presents, that A. B. of —, the grantor, in consideration of — dollars (\$—), to him paid by C. D., the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said grantee, his heirs and assigns, all the estate, title and interest of said grantor, being an estate for and during the natural life of said grantor, in and to the following described real estate, situated in the — of —, county of — and State of Ohio, (description of premises).

To have and to hold said premises, with the appurtenances thereunto belonging, but subject to all legal highways, unto the said C. D., his heirs and assigns, for and during the natural life of said grantor.

And said grantor for himself, his heirs, executors and administrators, hereby covenants with the said grantee, his heirs and assigns, that said grantor is the true and lawful owner of an estate for and during the natural life of said grantor in said premises, and is well seized of the same, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that his said estate in the same is free and clear from all incumbrances, and that said grantor will warrant and defend said grantee, his heirs and assigns, in the peaceable and quiet enjoyment and possession of the same, during the natural life of said grantor, against the lawful claims of all persons whatsoever.

In witness whereof the said A. B. has hereunto set his hand this — day of —, 19—.

Signed and acknowledged
in presence of

A. B.

(Certificate of acknowledgment, form No. 1, Page 11.)

No. 512.**DEED TO TRUSTEE. (TRUST DEED.)**

Know all men by these presents, that A. B. of —, the grantor, in consideration of — dollars (\$—), to him paid

by C. D., as trustee, the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said C. D., as trustee, his heirs and assigns and successors in trust, forever, the following described real estate, situated in the — of —, county of — and State of Ohio and

(description of property)

and all the estate, title and interest of said grantor in and to said premises, but subject to all legal highways.

Habendum To have and to hold said premises, with the appur-
in trust. tenances thereunto belonging, to said grantee, his heirs and assigns and successors in trust, forever, but for the uses and purposes and upon the trusts following, to wit:

(specify purpose of the trust).

And the said grantor, for himself and his heirs, executors and administrators, hereby covenants with the said grantee, his heirs and assigns and successors in trust, etc.

(continue with covenants as in form No. 500, page 573).

No. 513.

DEED TO TRUSTEE DURING MINORITY OF BENEFICIARY AND TO BENEFICIARY ON ATTAINING MAJORITY, WITH POWER OF SALE TO TRUSTEE.
(TRUST DEED FOR INFANT.)

Know all men by these presents, that A. B. of —, the grantor, in consideration of — dollars (\$—) to him paid by C. D. and R. B., the grantees, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said C. D. and R. B. the following described real estate, situated in the — of —, county of —, and State of Ohio, and

(description of property)

and all the estate, title and interest of said grantor in and to said premises, but subject to all legal highways.

Habendum. To have and to hold said premises, with the appurtenances thereunto belonging, unto the said C. D., and his successors in the trusts hereinafter expressed, for and during the minority of said R. B., and upon the said R. B.

arriving at the age of twenty-one years, then unto the said R. B. and his heirs and assigns forever. This conveyance to the said C. D., and his successors, is solely for the uses and purposes and upon the trusts following, to wit: — to manage and care for said premises and property, collect the rents, issues and profits, pay all taxes and assessments, insure and keep insured all buildings thereon, maintain said buildings in good repair, and otherwise manage the same as he may, in his discretion, think fit, and to apply the whole or such parts of the net rents and income as said C. D., or his successors in said trust, may think fit, for or towards the maintenance and education of said R. B., with full power and authority to the said C. D., or his successors in trust, to sell and dispose of said premises and property at public or private sale, and to execute a good and sufficient deed of conveyance to the purchaser, which shall be a perpetual bar against said grantor, and against the said R. B., and their heirs and assigns, and all persons claiming or to claim by, through or under them, or either of them; and to invest the proceeds of such sale in any securities in which guardians may then be permitted, by the laws of the State of Ohio, to invest trust funds; and to pay and transfer to said R. B. as and when he may arrive at the age of twenty-one years, all of such securities and any amounts of said rents and income which may not have been applied toward the maintenance and education of said R. B.

In witness whereof the said A. B. has hereunto set his hand this — day of — A. D. 19—.

A. B.

Signed and acknowledged
in presence of

(Certificate of acknowledgment, form No. 1, Page 11.)

No. 514.

DEED OF TRUST FOR LIFE OF BENEFICIARY, WITH POWER OF APPOINTMENT, AND PERMISSION TO BENEFICIARY TO COLLECT RENTS.

Know all men by these presents, that A. B. of —, the grantor, in consideration of — dollars (\$—) to him paid by C.

D., as trustee, the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said C. D., as trustee, his heirs and assigns and successors in trust, the following described real estate, situated in the — of —, county of — and State of Ohio, and

(description of property)

and all the estate, title and interest of said grantor in and to said premises, but subject to all legal highways.

To have and to hold said premises, with ap-
Habendum purtenances thereunto belonging, to the said gran-
in trust. tee, his heirs and assigns and successors in trust, for and during the natural life of R. B., for the uses and purposes and upon the trusts following to wit:—to permit and suffer the said R. B., (*the son of said grantor*), to receive, collect and draw the rents, issues and profits arising therefrom, he paying the taxes and repairs during his natural life, and to and for no other purpose whatever; and for such other uses and purposes after his death, as he, the said R. B., by deed or last will duly executed shall or may direct and declare forever; and in default thereof, after the death of the said R. B., said trust shall terminate, and said premises shall pass to, vest in, and be enjoyed by, the heirs of said R. B. and their heirs and assigns forever.

And the said grantor for himself and his heirs, executors and administrators, hereby covenants with the said grantee, his heirs and assigns and successors in trust, (continue with covenants, etc., as in form No. 500, page 573).

No. 515.

DEED OF TRUSTEE IN BANKRUPTCY.

Know all men by these presents, that whereas, on the — day of —, 19 —, G. H. was duly adjudged a bankrupt by the District Court of the United States for the — District of —, and A. B. was duly appointed and qualified as trustee of the estate of the said G. H., bankrupt, and is now acting as said trustee, and on the — day of —, 19—, said trustee filed his petition in said District Court of the United States

for the — District of —, praying among other things, for an order of sale of certain real estate therein mentioned and hereinafter described.

And whereas, proceedings were had on said petition in accordance with the bankruptcy laws of the United States in such case made and provided, and the petition coming on for hearing on the — day of —, 19—, of which hearing ten days' notice had been given by mail to the creditors of said bankrupt, it was ordered that the said trustee be authorized to sell the portion of the bankrupt's estate specified in his petition and hereinafter described, by auction (or at private sale), keeping an accurate account of the property sold and the price received therefor, and to whom sold, and on the same day, in pursuance of said order and judgment, an order of sale of said real estate therein described was issued out of said court under the seal thereof to said A. B., trustee of the estate of G. H., bankrupt, as aforesaid, directed, commanding him to execute the said order, and of the same, together with his proceedings thereon, to make due return to said court.

And whereas, said A. B., trustee of the estate of G. H., bankrupt, having caused said premises to be appraised, and the report of said appraisement to be filed with H. R., the referee, and having on the — day of —, 19—, returned said order of sale to said court as commanded, with the proceedings thereon, stating in substance that in obedience to said order he duly advertised the real estate therein described for sale for — consecutive weeks before the day of sale in the —, a newspaper printed and of general circulation in said — county, State of —, stating in said notice the time, place, and terms of said sale, and on the — day of —, 19—, he attended at the place named for the sale, and at the hour of — o'clock — M., he offered said real estate (hereinafter described) for sale, when C. D. bid to pay for the same the sum of — (\$—) dollars, which, being the highest and best bid that was offered, and being more than seventy-five per centum of the appraised value of said premises, he then and there sold the same to said C. D. for that sum.

And whereas, on the — day of —, 19—, the said court having examined the proceedings of the said sale, aforesaid,

under said order of sale, and it appearing to the court that said sale was in all respects legally made, ordered that the same be approved and confirmed, and that said A. B., trustee as aforesaid, should execute and deliver a proper deed to the purchaser of the real estate so sold.

All of which will more fully appear by the records of said court, to which reference is here made.

Now, therefore, I, the said A. B., trustee of the estate of G. H., bankrupt, aforesaid, by virtue of said order of sale, sale, and confirmation, and of the statute in such cases made and provided, and of the powers vested in me, and in consideration of the premises, and the sum of — dollars (\$—) paid to me by said C. D., the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, and convey to the said C. D., his heirs and assigns forever, the following real estate, situated in the — of — county of —, and State of —, and bounded and described as follows:

(description of property).

To have and to hold said premises, with all the privileges and appurtenances thereto belonging, to the said C. D., his heirs and assigns forever, as fully and completely as the said A. B. as such trustee in bankruptcy, by virtue of said order of sale, sale, and confirmation, and of the statute made and provided for such cases, might or should sell and convey the same.

In witness whereof, the said A. B., as such trustee, has hereunto set his hand, this — day of — A. D. 19—.

Signed and acknowledged

in presence of:

L. M.

I. J.

A. B.

Trustee of the estate
of A. B., in bankruptcy.

(Certificate of acknowledgment, form No. 4).

No. 516.

DEED OF ASSIGNEE FOR CREDITORS.

(Rev. Stats. § 6351.)

Know all men by these presents, that I, A. B., as assignee for the benefit of creditors of G. H., by virtue of an order of

the probate court (or, court of insolvency) of — county, Ohio, made on the — day of — A. D. 19—, duly authorizing me, by virtue of the proceedings then and theretofore had by and in said court, to sell the real estate of said assigned estate, hereinafter described; and in pursuance of a sale duly made and reported to and confirmed by said court on the — day of — A. D. 19—, and in consideration of the sum of — dollars (\$—) to me paid by C. D., the purchaser at said sale of the real estate hereinafter described, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said C. D., his heirs and assigns forever, by virtue of and in pursuance of the order of said court, the following described real estate

(description of property).

To have and to hold said premises, with the appurtenances thereunto belonging, unto the said C. D., his heirs and assigns forever.

In witness whereof, I, as assignee for the benefit of creditors of said G. H., have hereunto set my hand this — day of —, 19—.

Signed and acknowledged
in presence of

A. B.
Assignee for the benefit of
creditors of G. H.

(Certificate of acknowledgment, form No. 4.)

No. 517.

DEED OF ADMINISTRATOR OR EXECUTOR; PRIVATE SALE.

(Rev. Stats. §§ 6161, 6162, 6163.)

Know all men by these presents, that, whereas, on the. — day of —, 19—, A. B. was duly appointed and qualified as administrator of the estate of X. Y., deceased, late of — county, Ohio, by the probate court of said county; and afterwards, to-wit: on the — day of —, 19—, said A. B. filed his certain petition and then and thereby commenced an action in the probate court of — county, Ohio, against G. H., I. J.,

P. R., and S. T., and numbered on the docket of said court as case No. —, praying among other things, for an order of sale of certain real estate therein mentioned and hereinafter described.

And whereas such proceedings were had in said action that on the — day of —, 19—, said court, finding the allegations of the petition true, and that said real estate ought to be sold as prayed for in said petition, ordered that the same be appraised, and on the — day of —, 19—, said court further ordered that said A. B. proceed according to law to sell said real estate at private sale for not less than the appraised value thereof, subject to (or discharged from) the dower estate of M. Y., widow of said X. Y., deceased, therein.

And on the same day, in pursuance of said order and judgment, an order of sale with said real estate therein described was issued out of said court, under the seal thereof, to the said A. B., as administrator as aforesaid, directed, commanding him to execute the said order, and of the same, together with his proceedings thereon, to make due return.

And whereas, said A. B. having caused said premises to be appraised, and the report of such appraisement to be filed in said probate court, and having on the — day of —, 19—, returned said order of sale to said court as commanded, with his proceedings thereon, stating in substance that, in obedience to said order, he sold said premises on the — day of —, 19—, to C. D. for the sum of — dollars, said sum being the appraised value of the same; said sale being made after diligent endeavor to obtain the best price for said property, and for the highest price he could get therefor, subject to (or discharged from) the dower estate aforesaid.

And whereas, on the — day of —, 19—, the said court having examined the proceedings of the said A. B. aforesaid, under said order of sale, and it appearing to the court that said sale was in all respects legally made, ordered that the same be approved and confirmed, and that said A. B. should execute and deliver a proper deed to the purchaser of the real estate so sold.

All of which will more fully appear by the records of said court, to which reference is here made.

Now therefore, I, the said A. B., administrator of the estate of X. Y., deceased, aforesaid, by virtue of said judgment, order of sale, sale and confirmation and of the statute in such cases made and provided, and of the powers vested in me and in consideration of the premises, and the sum of — dollars (\$—) paid to me by said C. D., the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the said C. D., his heirs and assigns forever, the following real estate, situated in the county of — in the State of — and in the —, and bounded and described as follows:

(description of property)

subject to (or discharged from) the dower estate aforesaid.

To have and to hold said premises, with all the privileges and appurtenances thereto belonging, to the said C. D., his heirs, and assigns forever, as fully and completely as I, the said A. B., as such administrator, by virtue of said judgment, order of sale, sale and confirmation, and of the statute made and provided for such cases, might or should sell and convey the same.

In witness whereof, the said A. B. as such administrator has hereunto set his hand, this — day of — A. D. 19—.

Signed and acknowledged

A. B.

in presence of

Administrator of the estate of

L. M.

X. Y. deceased.

I. J.

(Certificate of acknowledgment, form No. 4).

No. 518.

DEED OF ADMINISTRATOR, EXECUTOR OR GUARDIAN; PUBLIC SALE.

(Rev. Stats. §§ 6287, 6161, 6162, 6163.)

Know all men by these presents, that whereas, on the — day of —, 19—, A. B. was duly appointed and qualified as administrator of the estate of (or executor of the last will and testament of, or, guardian of the person and estate of M. Y. minor child of) X. Y., deceased, late of — county, Ohio, by the probate court of said county; and afterwards, to-wit: on the — day of —, 19—, said A. B. filed his certain petition, and then

and thereby commenced an action, in the probate court of — county, Ohio, against G. H., I. J. and P. R. and numbered on the docket of said court as case No. —, praying among other things for an order of sale of certain real estate therein mentioned and hereinafter described.

And whereas, such proceedings were had in said action, that on the — day of —, 19—, said court, finding the allegations of the petition true, and that said real estate ought to be sold as prayed for in said petition, ordered that the same be appraised, and on the — day of —, 19—, said court further ordered that said A. B. proceed according to law to sell the said real estate at public sale for not less than two thirds the appraised value thereof subject to (or, discharged from) the dower estate of M. Y., widow of said X. Y., deceased, therein.

And on the same day, in pursuance of said order and judgment, an order of sale with said real estate therein described was issued out of said court, under the seal thereof, to the said A. B., as administrator as aforesaid, directed, commanding him to execute the said order, and of the same, together with his proceedings thereon, to make due return;

And whereas, said A. B. having caused said premises to be appraised, and the report of such appraisement to be filed in said probate court, and having on the — day of —, 19—, returned said order of sale to said court as commanded, with his proceedings thereon, stating in substance that, in obedience to said order, he duly advertised the real estate therein described for sale for four consecutive weeks before the day of sale, in the —, a newspaper printed and of general circulation in said — county, Ohio, stating in said notice the time, place, and terms of said sale, and on the — day of —, 19—, he attended — the —, and at the hour of — o'clock — M., he offered said real estate (hereinafter described) for sale, when C. D. bid to pay for the same the sum of — dollars, which, being the highest and best bid that was offered, and being — two-thirds of the appraised value of said premises, he then and there sold the same to said C. D., for that sum, subject to (or discharged from) the dower estate aforesaid.

And whereas, on the — day of —, 19—, the said court having examined the proceedings of the said A. B. as aforesaid,

under said order of sale, and it appearing to the court that said sale was in all respects legally made, ordered that the same be approved and confirmed, and that said A. B. should execute and deliver a proper deed to the purchaser, of the real estate so sold.

All of which will more fully appear by the records of said court, to which reference is here made.

Now, therefore, I, the said A. B., administrator of the estate of X. Y., deceased, aforesaid, by virtue of said judgment, order of sale, sale and confirmation, and of the statute in such cases made and provided and of the powers vested in me, and for and in consideration of the premises, and the sum of — dollars (\$—) paid, or secured to be paid, to me by said C. D., the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the said C. D., his heirs and assigns forever, the following real estate, situated in the county of — in the State of — and in the —, and bounded and described as follows:

(description of property)

subject to (or, discharged from) the dower estate aforesaid.

To have and to hold said premises, with all the privileges and appurtenances thereto belonging, to the said C. D., his heirs and assigns forever, as fully and completely as I, the said A. B., as such administrator, by virtue of said judgment, order of sale, sale and confirmation, and of the statute made and provided for such cases, might or should sell and convey the same.

In witness whereof, the said A. B., as such administrator, has hereunto set his hand, this — day of — A. D. 19—.

Signed and acknowledged

in presence of

L. M.

I. J.

A. B.

Administrator of the estate of
X. Y. deceased.

(Certificate of acknowledgment, form No. 4.)

No. 519.

DEED OF EXECUTOR UNDER AUTHORITY OF WILL.

(Rev. Stats. § 6167.)

Know all men by these presents, that whereas, on the — day of —, 19—, the last will and testament of X. Y., deceased,

was admitted to probate and record in the probate court of — county, Ohio, and on the — day of —, 19—, A. B. was duly appointed and qualified as executor of said last will and testament of said decedent by said probate court, and is now the lawful executor of the last will and testament of said X. Y., deceased.

That said last will and testament, among other provisions, contains the following, to-wit: —.

And whereas, the said testator died seized in fee simple of the real estate hereinafter described, and in order to carry out the provisions of said last will and testament it is necessary to sell said real estate.

Now, therefore, I, A. B., executor as aforesaid, in pursuance of the said provisions of the said last will and testament of said X. Y., deceased, and by virtue of the statute in such cases made and provided, and of the powers vested in me, and for and in consideration of the premises, and the sum of — dollars (\$—), paid, or secured to be paid, to me by said C. D., the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to the said C. D., his heirs and assigns forever, the following real estate, situated in the county of — in the State of — and in the —, and bounded and described as follows:

(description of property).

To have and to hold said premises, with all the privileges and appurtenances thereto belonging, to the said C. D., his heirs and assigns forever, as fully and completely as I, the said A. B., as such executor, by virtue of said last will and testament, and of the statute made and provided for such cases, might or should sell and convey the same.

In witness whereof, the said A. B., as such executor, has hereunto set his hand, this — day of — A. D. 19—.

Signed and acknowledged

in presence of

I. J.

L. M.

A. B.

Executor of the last will and
testament of X. Y. deceased.

(Certificate of acknowledgment, form No. 4).

No. 520.**DEED BY ADMINISTRATOR COMPLETING LAND
CONTRACT MADE BY DECEDENT.**

(Rev. Stats. § 5801.)

Know all men by these presents, that whereas, on the — day of —, 19—, A. B. was duly appointed and qualified as administrator of the estate of X, Y., deceased, late of — county, Ohio, by the probate court of said county, and

Whereas, on or about the — day of —, 19—, the said X. Y., then in full life, had entered into a contract for the sale and conveyance, to C. D., of the land hereinafter described for the sum of \$— but said X. Y. died before the completion of said contract, and

Whereas, on the — day of —, 19—, said A. B., desiring to complete said contract, filed his petition therefor in the court of common pleas of — county, Ohio, being the county in which the said land hereinafter described is situate, and thereby commenced an action in said court of common pleas against G. Y., H. Y., and J. Y., being cause number — on the docket of said court, praying among other things for authority to complete said land contract, and

Whereas, such proceedings were had in said action that on the — day of —, 19—, said court of common pleas, finding the allegations of said petition to be true, and finding that on said — day of —, 19—, said X. Y., being then in full life, did enter into a written contract with C. D. for the sale and conveyance of the land hereinafter described for the sum of \$—, and that since that time, and before the completion of said contract, the said X. Y. had died, and that said A. B. had been duly appointed and qualified as his administrator, (and that there had been a part performance of said contract on the part of said C. D. who is ready and willing to complete the same), did authorize and order said A. B. to make and execute for and on behalf of the heirs at law of the said X. Y., to the said C. D., a good and sufficient deed in fee simple for the premises described, and to deliver the same to the said C. D. upon a full performance on his part of said contract. Said order is in the words following, to-wit: (copy order in full).

All of which will more fully appear by the records of said court of common pleas to which reference is here made.

Now therefore, the said A. B., administrator of the estate of said X, Y., deceased, by virtue of said judgment and order and of the statute in such case made and provided, and for the purpose of completing said land contract, and in consideration of the premises and of the sum of — dollars (\$—) paid by said C. D., the receipt of which is hereby acknowledged, and in consideration that said C. D. has fully performed all things on his part to be performed under said contract, does hereby grant, bargain, sell and convey unto the said C. D., his heirs and assigns forever, the following described real estate, situated in the — of —, county of — and State of Ohio, and
(description of property).

To have and to hold said premises, with all the privileges and appurtenances thereunto belonging, unto the said C. D., his heirs and assigns forever, as fully and completely as the said A. B., as such administrator, by virtue of said order, and of the statute in such case made and provided, might or should convey the same.

In witness whereof, the said A. B., as such administrator, has hereunto set his hand this — day of —, 19—.

Signed and acknowledged
in presence of

A. B.

Administrator of the estate of
X. Y., deceased.

(Certificate of acknowledgment, form No. 4).

No. 521.

DEED BY ADMINISTRATOR OR EXECUTOR CONVEYING PARTNERSHIP REALTY TO SURVIVING PARTNER.

(Rev. Stats. § 3170.)

Know all men by these presents, that whereas, on the — day of — A. D., 19—, A. B. was duly appointed and qualified as administrator of the estate (or, executor of the last will and testament) of X. Y., deceased, late of — county, Ohio, by the probate court of said county; and

Whereas, C. D., the surviving partner of the late firm of X. Y. & Company, composed of said X. Y., deceased, and said C.

D., made application, on the — day of —, 19—, to said probate court for the appointment of appraisers, according to law, to make a full inventory and appraisal of the entire assets of said partnership, including real estate, and

Whereas, three appraisers were appointed by said probate court, and an appraisal of the entire assets of said partnership, including the real estate hereinafter described, together with a schedule of the debts and liabilities thereof, was duly made by said appraisers according to law, and a certified copy thereof was filed in said probate court by said C. D., and

Whereas, the said C. D., on the — day of —, 19—, elected to take at the appraised value thereof, after deducting the debts of said firm, the interest of said X. Y., deceased, in said partnership assets including the real estate hereinafter described, said real estate being used wholly in the transaction of the business of said partnership; and whereas, said A. B., administrator, (or, executor) as aforesaid, consented that said C. D. take said assets at said appraised value, after deducting the debts of said firm, to-wit: for the sum of — dollars (\$—), and thereupon said C. D. executed and delivered to said A. B., administrator, his promissory note with good and approved surety for said sum payable — months after date with interest at 6 per cent. per annum, and at the same time said C. D. gave bond, with L. M. and N. O. as sureties, for the payment of the debts and liabilities and the performance of the contracts of said partnership, and,

Whereas on the — day of —, 19—, said probate court, being fully advised in the premises, approved the same and approved the sureties on said bond, and ordered said A. B. to execute and deliver to said C. D. a deed of conveyance of the interest of said X. Y., deceased, in said real estate;

Now therefore, I, the said A. B., administrator of the estate (or, executor of the last will and testament of X. Y., deceased,) by virtue of the premises, and of said order of said probate court, and in consideration of the premises and of the execution and delivery of said promissory note for the sum of — dollars (\$—), and of said bond, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to the said C. D., his heirs and assigns forever, all the interest of said deceased partner, X. Y., in the following described real estate,

to-wit: situate in the — of —, county of — and State of Ohio, and known as

(description of property)

And all the estate, title and interest therein owned or possessed by said X. Y., deceased, at the time of his death.

To have and to hold the premises, with the appurtenances thereunto belonging, to the said C. D., his heirs and assigns forever, as fully and completely as I, the said A. B. as such administrator, (or, executor) by virtue of the premises and of said order of said probate court, might or should sell and convey the same.

In witness whereof the said A. B., as such administrator (or, executor), has hereunto set his hand this — day of —, A. D. 19—.

Signed and acknowledged,
in presence of

(Certificate of acknowledgment, form No. 4).

No. 522.

DEED BY AGRICULTURAL SOCIETY.

(Rev. Stats. § 3707.)

Know all men by these presents, that whereas, at a regular meeting of the board of directors of The — County Agricultural Society Company, held at — on the — day of —, 19—, a resolution was adopted by the unanimous vote of all the members of said board, upon a call of the yeas and nays, declaring that they desired to sell the real estate hereinafter described, the same being its site for holding county fairs, for the purpose of purchasing another site, (or “for the reason that such site has become unfit and insufficient for the purposes for which it is intended and used,”) and that it is necessary and for the best interest of said agricultural society and said — county, that said site be sold and a new site purchased, for holding county fairs in said county, and

Whereas, on the — day of —, 19—, said board of directors gave due notice in writing, according to law, to the county commissioners of said — county of the adoption of said resolution, and

Whereas, on the — day of —, 19—, the county commis-

sioners of — county gave their written consent to such sale.

Now therefore, said The — County Agricultural Society Company, and E. F., G. H., and I. J., the duly elected, qualified and acting commissioners of said — county, Ohio, in consideration of the sum of — dollars (\$—), paid by C. D., the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said C. D., his heirs and assigns, the following described real property, situated in the — of —, county of — and State of Ohio, and

(description of property)

and all the estate, title and interest of said The — County Agricultural Society Company and of said county commissioners in and to said premises.

To have and to hold said premises, with all the privileges and appurtenances thereunto belonging, unto the said C. D., his heirs and assigns forever, so that neither said The — County Agricultural Society Company, nor said county commissioners, nor their successors or assigns, nor any other person claiming title through or under them, shall or will hereafter claim or demand any right or title to the premises herein conveyed, but they and every one of them shall by these presents be excluded and forever barred.

In witness whereof, said The — County Agricultural Society Company has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its president, and said E. F., G. H., and I. J. as county commissioners of — county, Ohio, have hereunto set their hands this — day of — A. D., 19—.

Signed and acknowledged
in presence of

[SEAL]

The — County Agricultural
Society Company.

By — President.

E. F.

G. H.

I. J.

County Commissioners of —
County, Ohio.

(Certificates of acknowledgment).

No. 523.

DEED OF SHERIFF, OR MASTER COMMISSIONER.

(Rev. Stats. § 5401.)

Know all men by these presents, that whereas, heretofore, to-wit: at the term, A. D., 19 , of the court of common pleas of the county of , and State of Ohio, E. F. recovered a judgment and decree against G. H., L. M. and N. O., in a certain civil action, pending in the court of common pleas, aforesaid, being cause number — on the docket of said court, wherein said E. F. was plaintiff, and the said G. H., L. M. and N. O. were defendants, for the sum of — dollars (\$—).

And whereas, on the — day of — A. D., 19—, a certain order of sale was duly issued on said judgment and decree, by said court, directed to A. B.,¹ sheriff of — county, and State of Ohio, commanding said sheriff to proceed according to law, and appraise, advertise and sell the lands and tenements hereafter described, according to the statute in such cases made and provided;

And whereas, having caused said real estate to be duly appraised, and a copy of the appraisal to be duly filed in the office of the clerk of said court, and having first given at least thirty days' previous notice of the time and place of sale thereof, by causing the same to be published five consecutive weeks, and on the same day of each week, in the — and also as by law required, in the — a German newspaper, both being newspapers printed and of general circulation in said county of —.

And whereas, on the — day of — A. D., 19—, the said A. B., sheriff, did in pursuance of said notice, expose the said real estate for sale at public auction, at the door of the court house, in said county of —, and the same was then and there publicly sold and struck off to C. D. for the sum of — dollars, (\$—), he being the highest and best bidder therefor, and said sum being more than two-thirds the appraised value thereof:

And whereas, at the — term of court, A. D. 19—, the said proceedings, by the said sheriff had in the premises, were submitted to said court, and by it in all respects confirmed; and the said sheriff was ordered and directed to execute and deliver a good and sufficient deed of conveyance of said real estate to the said C. D.

Now therefore, I, A. B., as sheriff of — county, Ohio,

by virtue of the statute in such case made and provided, and in consideration of the premises and in consideration of the sum of — dollars (\$—), to me paid as sheriff, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said C. D., his heirs and assigns forever, all the estate, title and interest of the said G. H., L. M. and N. O. in and to the following described lands and tenements, to-wit:

(description of property).

To have and to hold the same with all the appurtenances thereunto belonging, to the said C. D., his heirs and assigns forever.

In witness whereof, I, as such sheriff, have hereunto set my hand and seal, officially, this — day of —, A. D., nineteen hundred and —.

Signed, sealed and acknowledged
in presence of

—
—

A. B.
Sheriff of — County,
Ohio.

(Certificate of acknowledgment, form No. 5).

NOTE.

If deed is executed by a master commissioner or special master commissioner, erase the word "sheriff" wherever it appears in the foregoing form and substitute the word "master commissioner" or "special master commissioner."

At (1) insert the words "duly appointed and qualified master commissioner."

No. 524.

DEED BY SHERIFF IN PROCEEDING TO SELL LAND FREED FROM-REMAINDER INTEREST.

(Rev. Stats. §§ 5803-5807.)

Know all men by these presents, that whereas, on the — day of —, 19—, E. F. filed his petition in the court of common pleas of — county, Ohio, and thereby commenced an action against G. H., I. J. and X. Y., defendants, alleging therein among other things that said E. F. has an interest as tenant for life in the real estate hereinafter described, and that said defendants G. H., I. J., and X. Y. have an estate in remainder in said property, subject to said life estate, and praying that said real estate might be sold freed from all limitation and condition,

said action being cause number — on the docket of said court, And whereas, such proceedings were had in said action that, at the — term A. D. 19—, of said court, and on the — day of —, 19—, said court of common pleas rendered a judgment and decree, finding the allegations of said petition to be true, and that said E. F. has an interest as tenant for life in the real estate hereinafter described, under the will of one L. M., deceased, and that the defendants G. H., I. J. and X. Y. have an estate in remainder in said property, and it appearing to the court that a sale of said real estate would be for the benefit of said plaintiff, and would do no substantial injury to the defendants, the remaindermen, G. H., I. J., and X. Y., said court decreed that said real estate be sold free from all limitation and condition by A. B. sheriff of said — county, Ohio, and that an order issue therefor to said A. B., as such sheriff, directing him to appraise, advertise and sell said real estate at public sale, as in sales upon execution, and according to the statute in such cases made and provided, and that a return of said sale be made to said court:

And whereas, the said A. B. having caused said real estate to be duly appraised, and a copy of the appraisement to be duly filed in the office of the clerk of said court, and having first given at least thirty days' previous notice of the time and place of sale thereof, by causing the same to be published five consecutive weeks, and on the same day of each week, in the —, and also, as by law required, in the —, a German newspaper, both being newspapers printed and of general circulation in said county of —.

And whereas, on the — day of — A. D., 19—, the said A. B., sheriff, did in pursuance of said notice, expose the said real estate for sale at public auction at the door of the court house in said county of —, and the same was then and there publicly sold and struck off to C. D. for the sum of — dollars (\$—), he being the highest and best bidder therefor, and said sum being more than two-thirds of the appraised value thereof:

And whereas, at the — term of said court, A. D. 19—, the said proceedings by the said A. B., sheriff, had in the premises, were submitted to said court and said court on examination thereof, finding that said sale was fairly conducted and made,

and that the price obtained is the reasonable value of the estate sold, did confirm the same in all respects and said A. B., sheriff, was directed to make and deliver a deed of conveyance of said real estate to said C. D. on payment of the purchase money :

Now therefore, I, A. B., as sheriff of — county, Ohio, by virtue of said decree, order of sale, sale and confirmation and of the statute in such case made and provided, and in consideration of the premises, and of the sum of — dollars (\$—) to me in hand paid as sheriff, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said C. D., his heirs and assigns forever, all the right, title and interest of the said E. F., G. H., I. J. and X. Y., in and to the following described real estate, situated in the city of —, county of — and State of Ohio, and

(description of property).

To have and to hold the same, with all the appurtenances thereunto belonging, to the said C. D., his heirs and assigns forever.

In witness whereof, I, the said A. B., as such sheriff, have hereunto set my hand and seal officially, this — day of — A. D., 19—.

Signed, sealed and acknowledged
in presence of

—
—

A. B.
Sheriff of — County,
Ohio.

(Certificate of acknowledgment, form No. 5).

No. 525.

SHERIFF'S DEED IN PARTITION, WHEN PARTY ELECTS TO TAKE.

(Rev. Stats. § 5763.)

THE STATE OF OHIO, }
— COUNTY. } ss.

Know all men by these presents, that, whereas, on the — day of —, 19—, E. F. filed his certain petition in the court of common pleas within and for the county of —, against G. H., L. M., and N. O., demanding partition of certain real estate, hereinafter described, said action being cause number — on the

docket of said court, and whereas, such proceedings were had upon said partition, that, at the — term of said court, 19—, G. H. elected to take said premises at the appraised value thereof, to wit, for the sum of — dollars (\$—), which election was afterwards, at the — term of said court, 19—, approved and confirmed by said court, and the sheriff of said — county, Ohio, was ordered to execute and deliver a deed in fee simple to the elector, of said real estate, all of which will more fully appear, reference being had to the records of said court.

Now therefore, I, A. B., sheriff of said county, in consideration of the premises and by virtue of the powers in me vested by law, do by these presents grant, bargain, alien and convey unto the said G. H., and to his heirs and assigns forever, the following described real estate, to wit:

Situate in the — of —, county of — and State of Ohio,

(description of property.)

To have and to hold said premises, with the appurtenances thereunto belonging, to the said G. H., his heirs and assigns forever.

In witness whereof, I, A. B., sheriff as aforesaid, do hereunto set my hand and seal of office, at —, Ohio, this — day of —, 19—.

A. B. [SEAL.]

Signed, sealed and acknowledged in presence of

—
—

(Certificate of acknowledgment, form No. 5.)

No. 526.

SHERIFF'S DEED IN PARTITION WHEN PROPERTY SOLD.

(Rev. Stats. § 5766.)

THE STATE OF OHIO, }
— COUNTY. } ss.

Know all men by these presents, that whereas, on the — day of —, 19—, E. F. filed his certain petition in the court

of common pleas within and for the county of —, against G. H., L. M., and N. O., demanding partition of certain real estate, hereinafter described, said action being cause number — on the docket of said court, and whereas, such proceedings were had upon said partition, that, at the — term of said Court, 19—, the sheriff of said county was ordered to sell said real estate at public auction;

Whereupon A. B., the said sheriff, in pursuance of said order, having caused the same to be duly advertised, did on the — day of —, 19—, sell said real estate at public auction to C. D. for the sum of — dollars (\$—) which sale was afterwards, at the — term of said court, 19—, approved and confirmed by said court and the sheriff ordered to execute and deliver a deed in fee simple to the purchaser of said real estate, all of which will more fully appear, reference being had to the records of said court;

Now therefore, I, A. B., sheriff of said county, in consideration of the premises and by virtue of the powers in me vested by law, do by these presents grant, bargain, sell and convey unto the said C. D., his heirs and assigns forever, the following described real estate, to wit: Situate in the — of —; county of — and State of Ohio:

(description of property.)

To have and to hold said premises, with all and singular the appurtenances, to the said C. D., his heirs and assigns forever.

In witness whereof, I, A. B., sheriff as aforesaid, do hereunto set my hand and seal of office, at —, Ohio, this — day of —, 19—. B. [SEAL.]

Signed, sealed and acknowledged in
presence of

—
—

(Certificate of acknowledgment, form No. 5.)

No. 527.

DEED OF CEMETERY LOT BY TOWNSHIP TRUSTEES.

(Rev. Stats. § 1467.)

Know all men by these presents, that we, —, — and —, trustees of — township, — county, Ohio, for the con-

sideration of — dollars (\$—), received to our full satisfaction of —, the grantee, do give, grant, bargain, sell and convey unto the said grantee, his heirs and assigns, the following described lot or parcel of land, to wit: situated in the township of —, county of —, and State of Ohio, and being
(describe lot.)

To have and to hold the same unto the said grantee, his heirs and assigns, for the purposes of burial only, and subject to the laws of the State of Ohio regulating cemeteries, and to the rules and regulations prescribed by the trustees of said township regarding the same.

In witness whereof, we have hereunto set our hands, as trustees of said township, this — day of —, A. D. 19—.

Signed and acknowledged in
presence of

Trustees of — Township, —
County, Ohio.

(Certificate of acknowledgment, form No. 6.)

No. 528.

DEED BY CEMETERY ASSOCIATION.

(Rev. Stats. § 3575.)

Know all men by these presents, that, for and in consideration of — dollars (\$—), received to its full satisfaction of —, the grantee, The — Cemetery Association of — Ohio hereby bargains, sells and conveys to the said grantee, his heirs and assigns, the use in fee simple, for the purpose of sepulture alone, of the following described property situate in the — of —, county of —, and State of Ohio, and known as being lot number — of section — on the plat of grounds of — cemetery containing — square feet.

To have and to hold the same subject at all times to the rules and regulations of said — Cemetery Association now or hereafter adopted for the government of said cemetery. In testimony whereof the said — Cemetery Association has caused its corporate seal to be hereto affixed and these presents to be

signed by its president and clerk this — day of —, 19—.
 Signed and acknowledged The — Cemetery Association,
 in presence of By — President.
 (Corporate seal.) — Clerk.
 (Certificate of acknowledgment, form No. 3.)

Endowment.

The trustees of — Cemetery Association in behalf of said association have received the sum of — dollars (\$—) from —, proprietors of lot No. — of Section No. — in said cemetery, as a perpetual trust fund, the yearly interest of which is to be expended under the direction of the trustees in such care and ornamentation of said lot and section as the interest on said sum will allow.

In witness whereof said trustees have caused these presents to be signed by the treasurer of said Association, this — day of —, 19—.

—
 Treasurer.

No. 529.

DEED (GENERAL WARRANTY) BY LIMITED PARTNERSHIP ASSOCIATION.

(Rev. Stats. §§ 3161, 3161m.)

Know all men by these presents, that The X. Y. Manufacturing Company, Limited, a limited partnership association duly organized and existing under and by virtue of the laws of Ohio, the grantor, in consideration of — dollars (\$—) to it paid by C. D., the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said grantee, his heirs and assigns forever, the following described real property situated in the — of —, county of — and State of Ohio, and

(description of property)

and all the estate, title and interest of said grantor in and to said premises.

To have and to hold said premises with the appurtenances thereunto belonging, to the said grantee, his heirs and assigns for-

ever, subject however, to all legal highways and subject to the conditions herein contained.

And the said grantor for itself and its successors hereby covenants with the said grantee, his heirs and assigns, that said grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in manner aforesaid, and that the same are free and clear from all incumbrances, (except —)

and further, that said grantor will warrant and defend the same against all claims of all persons whomsoever.

In witness whereof said The X. Y. Manufacturing Company, Limited, has caused its association name to be subscribed to these presents by its chairman and secretary, this — day of —, in the year of our Lord one thousand nine hundred and —.

Signed and acknowledged

The X. Y. Manufacturing Company,

Limited.

in presence of

By P. R., Chairman.

S. T., Secretary.

—

—

The State of Ohio, }
 — County. } ss.

Before me, a — in and for said county, personally appeared P. R. and S. T., chairman and secretary, respectively, of the X. Y. Manufacturing Company, Limited, the limited partnership association which executed the foregoing instrument, who acknowledged that they did sign the name of said The X. Y. Manufacturing Company, Limited, to the foregoing instrument by themselves as such chairman and secretary, and in behalf of said The X. Y. Manufacturing Company, Limited, and that the same is the free act and deed of said The X. Y. Manufacturing Co., Limited.

In witness whereof I have hereunto subscribed my name at — this — day of —, 19—.

—.

No. 530.**DEED BY COUNTY AUDITOR OF LAND SOLD FOR DELINQUENT TAXES.**

(Rev. Stats. § 2876.)

Know all men by these presents, that whereas, the treasurer of the county of —, Ohio, on the — day of —, 19—, did sell, according to the provisions of the statute in such cases made and provided, to C. D., the lot or parcel of land, herein-after described, situate in said — county, for the taxes and penalty charged thereon for the year, 19—, and also the simple tax for the year, 19—, and listed for taxation on the tax duplicate of said county in the name of X. Y., described as follows:

Situate in the — of —, county of — and State of Ohio.

(description)

and charged with — dollars (\$—), the taxes and penalty aforesaid. And the same having been duly advertised pursuant to law, and the taxes and penalty due thereon remaining unpaid, on the — day of —, A. D. 19—, the time appointed by law and also in and by said advertisement for the sale of delinquent lands set forth therein, the above described land was by E. F., treasurer of said county, on the said — day of —, A. D. 19—, between the hours of ten o'clock in the forenoon and six o'clock in the afternoon of said day, offered for sale, at which time and place came C. D., who bid to pay said taxes and penalty for — feet, being all of the above described land, and there being no bidder who would pay said taxes and penalty for a less quantity, the said land was struck off and sold to the said C. D. for the sum of — dollars (\$—), being the amount of said taxes and penalty, which said sum was forthwith paid by said purchaser C. D. to said E. F., treasurer of said county.

And more than two years having elapsed from the time of said sale, and the land so sold as aforesaid not having been redeemed and the certificate of said sale having been produced to me;

Now therefore, at the request of said C. D., I, A. B., as auditor of said county of —, in consideration of the premises, and by virtue of the authority in me vested by the laws of said State of Ohio, do hereby grant and convey to the said C. D. the premises so sold aforesaid.

To have and to hold the premises hereby conveyed with the

appurtenances thereunto belonging to the only proper use and benefit of the said C. D., his heirs and assigns forever.

In witness whereof, I, the said A. B., as auditor of said county of —, have hereunto set my hand and official seal, this — day of —, A. D. 19—.

Signed, sealed and acknowledged
in presence of

—
—

A.B.
Auditor of — County,
Ohio.
(Auditor's Seal.)

State of Ohio, }
— County, } ss.

Before me, a notary public in and for said county, personally appeared A. B., auditor of said county, and acknowledged the above instrument to be his free and official act and deed for the uses and purposes therein mentioned.

In witness whereof I have hereunto subscribed my name and affixed my seal at —, this — day of —, 19—.

L. M.
Notary Public.

No. 531.

DEED OF STATE OF OHIO.

(Rev. Stats. § 4115.)

In the name and by the authority of The State of Ohio.
— Governor of Said State.

To all that these presents shall come; Greeting; know ye, that for divers good causes and considerations thereunto moving, and especially in consideration of the sum of — dollars (\$—), paid to the State of Ohio, by C. D., the receipt of which is hereby acknowledged, and in pursuance of an act of the General Assembly of the State of Ohio passed —, 19—, (O. L. Volume — page —),

The said State of Ohio hereby bargains, sells and conveys unto the said C. D., his heirs and assigns forever, the following described property, together with all such right, title and interest as said State of Ohio may have therein, to-wit;

(description of property).

To have and to hold said premises, with all the privileges and appurtenances thereunto belonging, to said C. D., his heirs and

assigns forever, so that neither the State of Ohio, nor any persons claiming title through or under it, shall or will hereafter claim or demand any right or title to the premises or any part thereof. In testimony whereof the said State of Ohio by — Governor has caused its great seal to be hereunto affixed and the signature of said Governor to be hereto attached this — day of —, in the year of our Lord one thousand nine hundred and —.

The State of Ohio by
— Governor.

Countersigned by — Secretary
of State.

(The Great Seal of
the State of Ohio.)

Drafted by — Auditor of State.

No. 532.

DEED (SPECIAL WARRANTY) OF CITY.

Know all men by these presents, that whereas, the city of —, Ohio, is the owner in fee simple of the real estate hereinafter described, and (whereas, said real estate was donated to said city of —, by one — by deed dated —, 19—, and recorded in the office of the recorder of said county in volume — page —, — county records and whereas, in said deed it was provided that said real estate might be sold by said city provided the proceeds of sale were expended wholly for — purposes upon other land conveyed to said city by said deed, and)

Whereas, on the — day of —, 19—, the council of the city of —, State of Ohio, unanimously passed a certain ordinance being number —, whereby the board of public service and the mayor of the city of — were authorized and directed to sell and convey the premises hereinafter described to C. D., for the price and upon the terms and conditions hereinafter contained:

Now therefore, pursuant to the premises, said the city of —, a municipal corporation of the State of Ohio, by —, its mayor, and its board of public service by its president, —, for the consideration of — dollars (\$—) paid by said C.

D., the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey, unto the said grantee, his heirs and assigns, the following described premises, to-wit:
(description of property).

To have and to hold the same, with the appurtenances thereunto belonging, unto the said grantee, his heirs and assigns forever, but subject to all legal highways.

And the said grantor, for itself, its successors and assigns, hereby covenants with the said grantee, and his heirs and assigns, that said premises are free and clear from all incumbrances whatsoever, by, from, through or under the said grantor, (except —)

and that said grantor will forever warrant and defend the same, with the appurtenances thereunto belonging, unto the said grantee, his heirs and assigns, against the lawful claims of all persons claiming by, from, through or under the grantor herein.

In witness whereof, the said city of —, by its said officers, has caused its name to be signed and its corporate seal to be affixed and the names of its said officers to be signed together with the attestation of the clerk of said city of —, this — day of —, 19—.

Signed, sealed, acknowledged and delivered in presence of

—
—

[SEAL]

The City of —

By — Mayor.

By its Board of Public Service.

By — President.

Attest — Clerk.

State of Ohio, }
— County. } ss.

On this — day of —, 19—, before me, a notary public in and for said county, personally appeared —, mayor of the city of —, State of Ohio, and —, president of its board of public service, and severally acknowledged the execution of the foregoing instrument and that the same is their voluntary act and deed on behalf of said city of —, and the voluntary and corporate act and deed of said city. Also appeared —, clerk of said city, who acknowledged the attestation of the foregoing deed to be his voluntary act and deed as such clerk.

In testimony whereof, I have hereunto subscribed my name the

day and year last above written.

— Notary Public.

NOTE.

See Tiffin v. Shawhan, 43 O. S. 178.

No. 533.

DEED (WITHOUT WARRANTY) OF BOARD OF EDUCATION.

(Rev. Stats. §§ 3971-3974.)

Know all men by these presents, that whereas, The Board of Education of the township of —, county of —, and State of Ohio, by resolution duly adopted by a majority of its members, at a meeting duly held on the — day of —, 19—, decided to sell and dispose of the real estate hereinafter described, and

Whereas, said Board of Education having first given at least thirty days' notice of the time and place of sale thereof by causing the same to be published five consecutive weeks in the — (name of newspaper) a newspaper of general circulation in said school district and also by posting notices in five of the most public places in the school district in which said real estate is situate, and

Whereas, on the — day —, A. D. 19—, said Board of Education did, in pursuance of said notice, expose said real estate for sale at public auction at the door of the school house on said real estate, and the same was then and there publicly sold and struck off to C. D. for the sum of — dollars (\$—), he being the highest and best bidder therefor.

Now therefore, in consideration of the premises and in consideration of said sum of — dollars (\$—), paid by said C. D. the grantee, the receipt of which is hereby acknowledged, The Board of Education of — township, — county, Ohio, the grantor, does hereby grant, bargain, sell and convey unto said C. D., his heirs and assigns, the following described real estate, to-wit:

(description of property).

To have and to hold the same, with the appurtenances thereunto belonging, unto the said grantee, his heirs and assigns forever, but subject to all legal highways.

In witness whereof, said The Board of Education of the — of —, county of — and State of Ohio, has caused its name to be subscribed by —, its president and —, its clerk and secretary, this — day of —, A. D. 19—.

Signed and acknowledged
in presence of

The Board of Education of
—, of —, County, Ohio,
By — President.
— Clerk and Secretary.

State of Ohio, }
— County. } ss.

On this — day of —, A. D., 19—, personally appeared before me, a — in and for said county, —, president, and —, clerk and secretary, respectively, of the Board of Education of the — of —, — county, Ohio, and acknowledged the execution of the foregoing instrument, and that the same is their voluntary act and deed on behalf of said Board of Education, and the voluntary and corporate act and deed of said Board of Education.

In testimony whereof I have hereunto subscribed my name the day and year last above mentioned.

—
Notary Public.

No. 534.

DEED OF LAND TO INTERURBAN TRACTION COMPANY FOR RAILROAD PURPOSES.

Know all men by these presents, that whereas, The — Railroad Company is now constructing an interurban railroad from —, Ohio, to —, Ohio, which will pass through the land hereinafter described, and,

Whereas, the undersigned is desirous of assisting said railroad by furnishing to it a right of way through said property, in view of the benefits to be derived from its construction and operation.

Now therefore, A. B., the grantor, in consideration of — dollars (\$—) and other valuable considerations paid to him by said The — Railroad Company, the grantee, the receipt of

which is hereby acknowledged, does hereby give, grant, bargain, sell, assign and convey unto said The — Railroad Company, its successors and assigns, the following described premises, to-wit: situated in the township of —, county of — and State of Ohio,

(description of property, as
and known as being a strip of land twenty (20) feet wide along the south side of — road, extending from the land of — on the east to the land of — on the west, all of said lands being situate in original lot number — of said township).

Should the above land cease to be used for railroad purposes it shall revert to said grantor.

To have and to hold said premises unto the said The — Railroad Company, its successors and assigns forever, for railroad purposes only: and the said grantor does, for himself and his heirs, executors, administrators and assigns, covenant and agree with said grantee, its successors and assigns, that the said grantor is the true and lawful owner of said premises and is well seized of the same in fee simple, and has good right and full power to bargain, sell, and convey the same in manner aforesaid, and that the same are free and clear from all incumbrances,

and that said grantor will warrant and defend the same against the claims of all persons whomsoever.

In witness whereof, the said A. B. has hereunto set his hand this — day of — A. D. 19—.

A. B.

Signed and acknowledged
in presence of

—
—

(Certificate of acknowledgment.)

No. 535.

DEED OF RIGHT OF WAY TO RAILWAY COMPANY.

Know all men by these presents, that whereas, The — Railroad Company is constructing a railroad from —, to —, which will pass through the land hereinafter described.

Now therefore, A. B., the grantor, in consideration of — dollars (\$—) and the advantages which may or will result to

the public in general, and said grantor in particular, by the construction of said railroad as now surveyed, or as the same may be finally located, and for the purpose of facilitating the construction and completion of said work, does hereby, for himself, his heirs, administrators, executors and assigns, grant and release unto said The ——— Railroad Company, the grantee, its successors and assigns, the right of way for so much of said railroad as may pass through the following described real estate, to-wit :

(description of way).

Said right of way to be one hundred feet wide and to extend across the above described premises.

To have and to hold the same unto the said grantee, its successors and assigns, for a right of way for its tracks, side tracks, switches, and the operation of its railroad over the same.

(Add, covenants, release of dower etc., as in form No. 500.)

NOTE.

See Railway Co. v. Wachter, 70 O. S. 113.

No. 536.

DEED OF RIGHT OF WAY ; GRANTEE TO KEEP IN REPAIR.

This indenture made this ——— day of ———, 19—, by and between A. B., party of the first part, and C. D., party of the second part, witnesseth, that whereas, said party of the second part is the owner of certain lands adjacent to the land of said party of the first part, hereinafter described, and said party of the second part desires access from his said lands to the highway known as ——— over the land of said party of the first part ;

Now therefore, said party of the first part, in consideration of the sum of ——— dollars (\$——), paid by said party of the second part, the receipt of which is hereby acknowledged, and in consideration of the agreements of said party of the second part herein contained, does hereby grant and release unto said party of the second part, his heirs and assigns forever, a right of way on and over a certain piece of land, owned by said party of the first part, as follows :

(description of property and way)

for said party of the second part, his heirs and assigns, and

his and their agents, servants, tenants, and all other persons for the advantage of said party of the second part, his heirs and assigns, at all times, to freely pass and repass, on foot, or with animals and vehicles of every description, to and fro, from said highway to said land of said party of the second part.

To have and to hold said easement and privilege unto said party of the second part, his heirs and assigns forever.

And said party of the second part, in consideration whereof, hereby agrees that said party of the first part, his heirs and assigns, and his and their servants, agents and tenants may use said way to pass and repass between said highway and other portions of said land of said party of the first part.

Said party of the second part further promises and agrees to repair said way, together with the gates at each end thereof, and to maintain the same in good condition. Said party of the second part further agrees that at all times the gates at each end of said way shall be kept closed and locked except while persons entitled thereto are passing through the same.

In witness whereof the parties hereto have hereunto set their hands the day and year first above written.

In presence of

A. B.

C. D.

(Certificate of acknowledgment, form No. 1 et seq.)

No. 537.

DEDICATION OF STREETS IN SUBDIVISION: MADE ON PLAT.

(Bates' Stats. §§ 1536-66, Rev. Stats. § 2601.)

— Ohio —, 19—.

We, the undersigned, owners of the land shown on this plat and survey, do hereby assent to and adopt this subdivision of the same, and the same was made at our request. The streets as shown on this plat we hereby dedicate to public use.

Signed and acknowledged _____

in presence of _____

(Certificate of acknowledgment, form No. 1 et seq.)

DEEDS IN OTHER STATES.

NOTE.

In many of the States short forms are prescribed by statute. Such forms are not exclusive, and other forms may be used. In fact the statutory forms are not in common use, the longer forms with full covenants being generally preferred.

Where no forms are given, Ohio forms may be used. In preparing deeds of property situated in other States consult the chapter on "acknowledgments" for the requirements as to seal, witnesses, release of dower, etc.

ARIZONA.

STATUTORY FORMS.

(Civil Code, 1901, § 734.)

No. 538.

QUIT CLAIM DEED.

For the consideration of — dollars, I hereby quit claim to — all my interest in the following tract of real estate (describing it).

Dated this — day of —, 19—.

—
—

Certificate of acknowledgment, form No. 13 et seq.

No. 539.

WARRANTY DEED.

For the consideration of — dollars, I hereby convey to A. B. the following tract of real estate (describing it).

And I warrant the title against all persons whomsoever.

Dated this — day of —, 19—.

—

Certificate of acknowledgment, form No. 13 et seq.

NOTE.

For full covenant deeds use California forms.

ARKANSAS.

No. 540.

WARRANTY DEED, STATUTORY FORM.

(Dig. of Stats., 1904, page 1671.)

Know all men by these presents:

That we, — and —, his wife, for and in consideration of the sum of — dollars, to us paid by —, do hereby grant, bargain, sell and convey unto the said — and unto — heirs and assigns forever, the following lands lying in the County of — and State of Arkansas, to-wit: (Insert correct description)..

To have and to hold the same unto the said — and unto — heirs and assigns forever, with all appurtenances thereunto belonging.

And — hereby covenant with said — that — will forever warrant and defend the title to said lands against all claims whatever. And I, —, wife of the said —, for and in consideration of the said sum of money, do hereby release and relinquish unto the said — all my right of dower and homestead in and to the said lands.

Witness our hands and seals on this — day of —, 19—,
Signed, sealed and delivered

—
—

— L. S.
— L. S.

Certificate of acknowledgment, form No. 16 et seq.

CALIFORNIA.

No. 541.

GENERAL WARRANTY DEED.

This Indenture, made the — day of — one thousand nine hundred and —, between —, of —, county of —, State of California, and —, of —, county aforesaid, —, the parties of the first part, and — of —, county aforesaid, and —, of —, county aforesaid, the parties of the second part, witnesseth:

That the said parties of the first part, for and in consideration

of the sum of — dollars, gold coin of the United States of America, to them in hand paid by the said parties of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, convey, and confirm unto the said parties of the second part, and to their heirs and assigns forever.

(description of property).

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To have and to hold all and singular the above granted and described premises, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever.

And the said parties of the first part, for their heirs, executors and administrators, do covenant, grant and agree to and with the said parties of the second part, their heirs and assigns, that the said parties of the first part, at the time of the sealing and delivery of these presents, are lawfully seized in fee-simple absolute of and in all and singular the above granted and described premises, with the appurtenances, and have good right, full power, and lawful authority, to grant, bargain, sell, and convey the same, in manner aforesaid; and that the said parties of the second part, their heirs and assigns, shall and may, at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the above granted premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction, or disturbance of the said parties of the first part, their heirs and assigns, or of any other person or persons lawfully claiming or to claim the same; and that the same now are free, clear, discharged, and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes assessments, and incumbrances, of what nature or kind soever.

And, also, that the said parties of the first part, and their heirs, and all and every person or persons whomsoever, lawfully or equitably deriving any estate, right, title, or interest, of, in or to the hereinbefore granted premises, by, from, under or in

trust for them, shall and will, at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law of the said parties of the second part, their heirs and assigns, make, do, and execute, or cause to be made, done, and executed, all and every such further and other lawful and reasonable acts, conveyances and assurances in the law, for the better and more effectually vesting and confirming the premises hereby granted, or so intended to be, in and to the said parties of the second part, their heirs and assigns forever, as by the said parties of the second part, their heirs and assigns, or their counsel learned in the law, shall be reasonably advised or required; and the said parties of the first part, their heirs, the above described premises, and every part and parcel thereof, with the appurtenances, unto the said parties of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

In witness whereof, the parties of the first part have hereunto set their hands, the day and year first above written.

Signed in presence of

Certificate of acknowledgment, form No. 23 et seq.

No 542.

SPECIAL WARRANTY DEED.

This Indenture, made the _____ day of _____ in the year of our Lord, one thousand nine hundred and _____, between _____ of _____ party of the first part, and _____ of the same place, the party of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of _____ dollars, gold coin of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does, by these presents, grant, bargain, sell, convey, and confirm unto the party of the second part, and to his heirs and assigns forever, all that certain

lot, piece or parcel of land situate in the — of —, county of —, State of California, bounded and described as follows, to-wit:

(description).

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues and profits thereof.

To have and to hold all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. And the said party of the first part, for himself and his heirs, executors and administrators, does hereby covenant and agree to and with the said party of the second part, his heirs, executors, administrators, and assigns, that he has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the said premises, or any part or parcel thereof, now are, or at any time hereafter shall; or may, be impeached, charged, or incumbered in any manner or way whatsoever.

In witness whereof, said party of the first part has hereunto set his hand the day and year first above written.

Signed in presence of _____

Certificate of acknowledgment, form No. 23 et seq.

No. 543.

STATUTORY FORM.

(Prescribed in Civil Code, 1906, § 1092.)

I, A. B., grant to C. D., all that real property situated in (insert name of county) county, State of California, bounded (or described) as follows: (here insert description, or if the land sought to be conveyed has a descriptive name, it may be described by the name, as, for instance, "The Norris Ranch").

Witness my hand this (insert day) day of (insert month), 19—.

Signed in presence of _____

A. B.

Certificate of acknowledgment, form No. 23 et seq.

COLORADO.

NOTE.

Use California forms (excepting statutory form) with certificate of acknowledgment, form No. 26.

DISTRICT OF COLUMBIA.

No. 544.

DEED.

This deed, made this — day of —, in the year one thousand nine hundred and — by and between A. B. of —, party of the first part, and C. D. of —, party of the second part:

Witnesseth, that, in consideration of — dollars, the party of the first part does grant unto the party of the second part, in fee simple, all that piece or parcel of land in the city of Washington, District of Columbia, described as follows, to-wit:

(description of property).

together with the improvements, rights, privileges, and appurtenances to the same belonging.

And the said party of the first part covenants that he will warrant the property hereby conveyed: and that he will execute such further assurances of said land as may be requisite.

Witness — hand and seal the day and year hereinbefore written.

In presence of

— [SEAL]

—
—

Certificate of acknowledgment, form No 32.

FLORIDA.

No. 545.

WARRANTY DEED, STATUTORY FORM.

(Rev. Stats., 1892, appendix, Ch. 4038.)

This indenture, made this — day of — A. D., —, between — of the county of —, in the State of —, party of the first part, and — of the county of — in the State of —, party of the second part, witnesseth:

That said party of the first part, for and in consideration of the

sum of ——— dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his heirs and assigns forever, the following described land, to-wit:

And said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Signed, sealed and
delivered in presence of

———— [SEAL]

————
————

Certificate of acknowledgment, form No. 33 et seq.

IDAHO.

NOTE.

Use California forms (excepting the statutory form) with certificate of acknowledgment, form No. 41 et seq.

ILLINOIS.

No. 546.

WARRANTY DEED.

(Form prescribed, Rev. Stats. (Hurd, 1905), page 465, § 9.)

The grantor (here insert name or names and place of residence), for and in consideration of (here insert consideration) in hand paid, conveys and warrants to (here insert the grantee's name or names) the following described real estate (here insert description), situated in the county of ———, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of said State.

Dated this ——— day of ———, A. D. 19—.

A. B. (L. S.)

Certificate of acknowledgment, form No. 45 et seq.

No. 547.

QUIT CLAIM DEED.

(Form prescribed, Rev. Stats. (Hurd, 1905), page 465, § 10.)

The grantor (here insert grantor's name or names and place or residence), for the consideration of (here insert consideration)

conveys and quit claims to (here insert grantee's name or names) all interest in the following described real estate (here insert description) situated in the county of — in the State of Illinois.

Dated this — day of —, A. D. 19—. A. B. (L. S.)

Certificate of acknowledgment, form No. 45 et seq.

INDIANA.

No. 548.

WARRANTY DEED.

(Form prescribed, Burns' Ann. Stats., 1901, § 3346.)

A. B. conveys and warrants to C. D. (here describe the premises) for the sum of (here insert the consideration).

Dated this — day of —, A. D. 19—. A. B. [SEAL]

Certificate of acknowledgment, form No. 49

No. 549.

QUIT CLAIM DEED.

(Form prescribed, Burns' Ann. Stats., 1901, § 3347.)

A. B. quit claims to C. D. (here describe the premises) for the sum of (here insert the consideration).

Dated this — day of —, A. D. 19—.

A. B. [SEAL]

Certificate of acknowledgment, form No. 49.

IOWA.

No. 550.

QUIT CLAIM DEED.

(Forms prescribed, Code, 1895, § 2958.)

For the consideration of — dollars, I hereby quit claim to A. B., all my interest in the following tract of real estate (describing it).

Dated this — day of —, A. D. 19—.

Certificate of acknowledgment, form No. 51 et seq.

No. 551.

DEED IN FEE SIMPLE WITHOUT WARRANTY.

For the consideration of — dollars, I hereby convey to A. B. the following tract of real estate (describing it).

Dated this — day of —, A. D. 19—.

Certificate of acknowledgment, form No. 51 et seq.

No. 552.

DEED IN FEE WITH WARRANTY.

Use the foregoing form, adding the words:

“And I warrant the title against all persons whomsoever.”
(or other words of warranty, as the party may desire).

Dated this — day of —, A. D. 19—.

Certificate of acknowledgment, form No. 51 et seq.

KANSAS.

No. 553.

WARRANTY DEED.

(Form prescribed, Gen. Stats., 1905, § 1274.)

A. B. conveys and warrants to C. D. (here describe the premises) for the sum of (here insert the consideration).

Dated this — day of —, A. D. 19—.

A. B.

Certificate of acknowledgment, form No. 55 et seq.

No. 554.

QUIT CLAIM DEED.

(Form prescribed, Gen. Stats., 1905, § 1275.)

A. B. quit claims to C. D. (here describe the premises) for the sum of (here insert the consideration).

Dated this — day of —, A. D. 19—.

A. B.

Certificate of acknowledgment, form No. 55 et seq.

KENTUCKY.

No. 555.

WARRANTY DEED.

Know all men by these presents, that A. B. of —, for and in consideration of —dollars (\$—) to him paid by C. D. of —, the receipt whereof is hereby acknowledged, does hereby bargain, sell and convey to the said C. D., his heirs and assigns forever, the following described real estate, to-wit:

(description of property).

being the same property conveyed to said party of the first part by —, by deed dated —, and recorded on — in the office of — in —, together with all the privileges and appurtenances to the same belonging.

To have and to hold the same to the said C. D., his heirs and assigns forever, the grantor, his heirs, executors and administrators, hereby covenanting with the grantee, his heirs and assigns, that the title so conveyed is clear, free and unincumbered, and that he will warrant and defend the same against all legal claims whatsoever.

In witness whereof, the said grantor and his wife, M. B., who includes, releases and transfers to said grantee all homestead exemption, dower and other right to said property, has hereunto set his hand this — day of —, in the year 19—.

Teste:

—
—

—
—

Certificate of acknowledgment, form No. 58 et seq.

LOUISIANA.

No. 556.

DEED.

— 19—
 Sale of property.
 by
 A. B.
 to
 C. D.

United States of America,
 State of Louisiana,
 (Parish of Orleans — City of New Orleans).

Be it known, that on this — day of the Month of — in the year of our Lord one thousand nine hundred and — and of the Independence of the United States of America, the one hundred and —

Before me, — a Notary Public, duly commissioned and qualified, in and for (this City and the Parish of Orleans), therein residing, and in the presence of the witnesses hereinafter named and undersigned.

Personally came and appeared A. B. of — who declares that he does by these presents, grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which he has or may have against all preceding owners and vendors unto C. D. of —, here present, accepting and purchasing for himself and his heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

(description of property).

To have and to hold the above described property unto the said purchaser, his heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of — dollars (\$—) cash, which the said purchaser has well and truly paid in ready and current money to the said A. B. who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

All state and city taxes up to and including the taxes due and exigible in — are paid as per —.

(By reference to the certificates of the Register of Conveyances and Recorder of Mortgages in and for the Parish of —

annexed — it does not appear that said property has been heretofore alienated by the said A. B. or that it is subject to any encumbrance whatever.)

Thus done and passed, in my office, at the (city of New Orleans), on the day, month and year herein first above written, in the presence of Messieurs E. F. and G. H., competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

MARYLAND.

No. 557.

DEED CONVEYING FEE SIMPLE.

(Form prescribed, Pub. Gen. Laws, 1904, page 517.)

This deed, made this — day of —, in the year —, by me, (here insert the name of the grantor) witnesseth:

That in consideration of, (here insert consideration), I, the said —, do grant unto (here insert the name of the grantee) all that (here describe the property).

Witness my hand and seal.

Test

— [SEAL]

A. B.

Certificate of acknowledgment, form No. 62 et seq.

No. 558.

DEED WHERE MARRIED WOMAN IS A PARTY.

(Form prescribed, Pub. Gen. Laws, 1904, page 518.)

This deed, made this — day of — in the year —, by us, — and —, his wife, witnesseth:

That in consideration of —, we, the said — and —, his wife, do grant unto —, all that (here describe the property).

Witness our hands and seals.

Test.

— [SEAL]

A. B.

— [SEAL]

Certificate of acknowledgment, form No. 63 et seq.

No. 559.**DEED CONVEYING ESTATE FOR LIFE.**

(Form prescribed, Pub. Gen. Stats., 1904, page 518.)

This deed, made this — day of —, in the year —, by me, —, witnesseth:

That in consideration of —, I, the said —, do grant unto —, to hold during his life and no longer, all that —.

Witness my hand and seal.

Test. — [SEAL]

A. B.

Certificate of acknowledgment, form No. 62 et seq.

No. 560.**EXECUTOR'S DEED.**

(Form prescribed, Pub. Gen. Laws, 1904, page 520.)

This deed, made this — day of —, in the year —, witnesseth: that I, —, executor of the last will of —, late of — county, deceased, under a power in said will contained, in consideration of the sum of —, have bargained and sold to —, all that parcel of land (here describe the land as described in the report of the executor to the court).

Witness my hand and seal.

Test. — [SEAL]

A. B.

Certificate of acknowledgment.

MASSACHUSETTS.**No. 561.****WARRANTY DEED.**

Know all men by these presents that I, A. B. of —, in consideration of — dollars (\$—) paid by C. D. of —, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said C. D., the following described real property, to-wit:

(description of property).

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging to the said C. D.

and his heirs and assigns, to their own use and behoof forever.

And I do hereby for myself and my heirs, executors and administrators, covenant with the grantee and his heirs and assigns that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, and that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors and administrators shall warrant and defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons.

**Release
of Dower.**

And for the consideration aforesaid, I, M. B., wife of said A. B., hereby release unto the grantee and his heirs and assigns all right of or to both dower and homestead in the granted premises, and all other rights and interests therein.

In witness whereof we, the said A. B. and M. B., hereunto set our hands and seals this — day of — in the year one thousand nine hundred and —.

Signed and sealed
in presence of

— [SEAL]

— [SEAL]

—
—

Certificate of acknowledgment, form No. 66 et seq.

MICHIGAN.

No. 562.

WARRANTY DEED.

(Form prescribed, Comp. Laws, 1897, § 9014.)

A. B. conveys and warrants to C. D. (here insert the premises) for the sum of (here insert the consideration).

Dated this — day of —, A. D. 19—.

Signed, sealed and
delivered in presence of

— A. B. [SEAL.]

—
—

Certificate of acknowledgment, form No. 70 et seq.

No. 563.

QUIT CLAIM DEED.

(Form prescribed, Comp. Laws, 1897, § 9014.)

A. B. quit claims to C. D. (here describe the premises) for the sum of (here insert the consideration).

Dated this — day of —, A. D. 19—

Signed, sealed and delivered in presence of

—
—

A. B. [SEAL.]

Certificate of acknowledgment, form No. 70 et seq.

MINNESOTA.

No. 564.

WARRANTY DEED.

(Form prescribed, Rev. Laws, 1905, § 3341.)

A. B., grantor, of (here insert the place of residence) for and in consideration of (here insert the consideration) conveys and warrants to C. D., grantee, of (here insert the place of residence) the following described real estate in the county of —, in the State of Minnesota: (Here describe the premises.)

Dated this — day of —, 19—.

Executed in presence of (Signature and seal.)

—
—

Certificate of acknowledgment, form No. 74 et seq.

No. 565.

WARRANTY DEED, CUSTOMARY FORM.

This indenture, made this — day of — in the year of our Lord one thousand nine hundred and —, between A. B., of —, of the county of — and State of —, party of the first part, and C. D. of the county of — and State of —,

party of the second part, witnesseth: that the said party of the first part, in consideration of the sum of — dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land lying and being in the county of — and State of Minnesota, described as follows, to wit:

(Description of property.)

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, his heirs and assigns forever. And the said A. B., party of the first part, for himself and his heirs, executors and administrators, does covenant with the said party of the second part, his heirs and assigns, that he is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid; and that the same are free from all incumbrances; and the above granted and bargained lands and premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part will warrant and defend.

In testimony whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.
Signed, sealed and delivered

A. B. [SEAL.]

in presence of

—

—

Certificate of acknowledgment, form No. 74 et seq.

No. 566.

QUIT-CLAIM DEED.

(Rev. Laws, 1905, § 3341.)

A. B., grantor, of (here insert the place of residence) for the consideration of (here insert the consideration) conveys and quit-claims to C. D., the grantee, of (here insert the place of residence) all interest in the following described real estate in

the county of —, in the State of Minnesota: (Here describe the premises.)

Dated this — day of —, 19—.

Executed in
presence of

(Signature) —.
(and seal)

—
—

Certificate of acknowledgment, form No. 74 et seq.

MISSISSIPPI.

No. 567.

WARRANTY DEED.

(Form prescribed, Code, 1906, § 2816.)

In consideration of (here state it), I convey and warrant to — the land described as (describe it) .

Witness my signature, the — day of —, A. D. —.

—.

Certificate of acknowledgment, form No. 77.

NOTE.

If only a special warranty is intended, add the word "specially" to the word "warrant."

MISSOURI.

No. 568.

WARRANTY DEED.

This indenture, made on the — day of —, A. D. one thousand nine hundred and —, by and between A. B. of the county of —, State of —, party of the first part, and C. D. of the county of —, State of —, party of the second part,

Witnesseth: That the said party of the first part, in consideration of the sum of — dollars to him paid by said party of the second part (the receipt of which is hereby acknowledged), does by these presents grant, bargain and sell, convey and confirm unto the said party of the second part, his heirs and assigns, the following described lots, tracts or parcels of land, lying,

being and situate in the county of — and State of Missouri, to wit: All

(description of property.)

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the second part and unto his heirs and assigns forever; the said A. B. hereby covenanting that he is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that he has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by him or those under whom he claims; and that he will warrant and defend the title to the said premises unto the said party of the second part, and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year above written.

A. B. [SEAL]

Certificate of acknowledgment, form No. 79 et seq.

MONTANA.

No. 569.

STATUTORY FORM.

(Civil Code, 1895, § 1501.)

I, A. B., in consideration of — dollars now paid, grant to C. D. all the real property situated in (insert name of county) county, State of Montana, bounded (or described) as follows: (Here insert description, or if the land sought to be conveyed has a descriptive name, it may be described by the name, as, for instance, "The Norris ranch.")

Witness my hand this (insert day) day of (insert month), 19—.

A. B.

Certificate of acknowledgment, form No. 82 et seq.

NOTE.

For full covenant deeds, use California forms.

NEVADA.

NOTE.

Use California forms (excepting the statutory form) with certificate of acknowledgment, form No. 87.

NEW JERSEY.

No. 570.

WARRANTY DEED.

This indenture, made the — day of —, in the year of our Lord nineteen hundred and —, between —, of the — of —, in the county of —, and State of —, of the first part, and —, of the — of —, in the county of —, and State of —, of the second part, witnesseth: That the said party of the first part, for and in consideration of —, lawful money of the United States of America, to — in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part therewith fully satisfied, contented, and paid, ha— given, granted, bargained, sold, aliened, released, enfeoffed, conveyed, and confirmed, and by these presents do— give, grant, bargain, sell, alien, release, enfeoff, convey, and confirm unto the said party of the second part, and to — heirs and assigns forever, all — tract or parcel — of land and premises hereinafter particularly described, situate, lying, and being in the — of —, in the county of —, and State of (description of property).

Together with all and singular, the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining.

Also, all the estate, right, title, interest, property, claim, and demand whatsoever, of the said party of the first part, of, in, and to the same, and of, in, and to every part and parcel thereof.

To have and to hold all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, — heirs and assigns, to the only proper use, benefit, and behoof of the said party of the second part, — heirs and assigns forever; and the said — do — for —, — heirs, executors, and administrators, covenant and agree

to and with the said party of the second part, — heirs and assigns, that —, the said —, — the true, lawful, and right owner— of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging, and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not incumbered by any mortgage, judgment, or limitation, or by any incumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered, or defeated in any way whatsoever :

And also, that the said party of the first part now — good right, full power, and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid; and also, that — will warrant, secure, and forever defend the said land and premises unto the said —, — heirs and assigns forever, against the lawful claims and demands of all and every person or persons, freely and clearly, freed and discharged of and from all manner of incumbrances whatsoever.

In witness whereof, the said party of the first part ha— hereunto set — hand— and seal—, the day and year first above written.

Signed, sealed, and delivered
in presence of

— [SEAL]
— [SEAL]

—
—

Certificate of acknowledgment, form No. 90 et seq.

NEW YORK.

No. 571.

DEED WITH FULL COVENANTS; STATUTORY FORM.

(Cumming & Gilbert's Gen. Laws, 1901, page 3330.)

This indenture, made the — day of —, in the year 19—, between — of (insert residence) of the first part, and — of (insert residence), of the second part,

witnesseth: that the said party of the first part, in consideration of — dollars, lawful money of the United States, paid

by the party of the second part, doth hereby grant and release unto the said party of the second part, his heirs and assigns forever (description), together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

To have and to hold the above granted premises unto the said party of the second part, his heirs and assigns forever. And the said party of the first part doth covenant with said party of the second part as follows:

First. That the party of the first part is seized of said premises in fee simple, and has good right to convey the same.

Second. That the party of the second part shall quietly enjoy the said premises.

Third. That the said premises are free from incumbrances.

Fourth. That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

Fifth. That the party of the first part will forever warrant the title to said premises.

In witness whereof, the said party of the first part hath hereunto set his hand and seal, the day and year first above written.
In presence of _____ [SEAL]

Certificate of acknowledgment, form No. 96 et seq.

No. 572.

EXECUTOR'S DEED: STATUTORY FORM.

(Cumming & Gilbert's Gen. Laws, 1901, page 3331.)

This indenture, made the _____ day of _____, 19—, between _____, as executor of the last will and testament of _____, late of _____, deceased of the first part, and _____, of _____, of the second part.

Witnesseth: that the said party of the first part, by virtue of the power and authority to him given in and by the said last will and testament, and in consideration of _____ dollars, lawful money of the United States, paid by the said party of the second part, doth hereby grant and release unto the said party of the second part, his heirs and assigns forever (description), together with the appurtenances, and also all the estate which the said testator had at the time of his decease in said premises, and also the estate

therein which the said party of the first part has, or has power to dispose of, whether individually, or by virtue of the said will, or otherwise.

To have and to hold the above granted premises unto the said party of the second part, his heirs and assigns forever.

And the said party of the first part covenants with the said party of the second part, that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

In presence of

— [SEAL]

—
Certificate of acknowledgment.

NORTH DAKOTA.

No. 573.

STATUTORY FORM.

(Code, 1905, § 4973.)

This grant made the — day of — in the year —, between A. B. of —, of the first part, and C. D. of —, of the second part, witnesseth: that the party of the first part hereby grants to the party of the second part, in consideration of — dollars, now received, all the real property situated in —, and bounded (or described) as follows.

Witness the hand of the party of the first part.

A. B.

Certificate of acknowledgment, form No. 106 et seq.

OKLAHOMA.

No. 574.

WARRANTY DEED.

(Form prescribed, Rev. Stats., 1903, § 918.)

Know all men by these presents:

That —, part— of the first part, in consideration of the sum of — dollars, in hand paid, the receipt of which is hereby

acknowledged, do hereby grant, bargain, sell and convey unto — the following described real property and premises, situate in — county, Territory of Oklahoma, to wit: — together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

To have and to hold said described premises unto the said part— of the second part —, — heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature:

Signed and delivered this — day of —, 19—.

Certificate of acknowledgment, form No. 110.

PENNSYLVANIA.

No. 575.

WARRANTY DEED.

This indenture, made the — day of —, in the year of our Lord one thousand nine hundred —, between A. B. of the — of —, county of — and State of —, party of the first part, and C. D. of the — of —, county of — and State of —, party of the second part, witnesseth: that the said party of the first part, for and in consideration of the sum of — dollars (\$—) to him in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said party of the second part, his heirs and assigns, all that certain

(description of property.)

Together with all and singular the hereditaments and appurtenances thereto belonging, and the remainders and reversions, rents, issues and profits thereof. Also, all the estate, right, title, interest, property, claim or demand whatsoever of the said party of the first part, of, in, or to the above described premises, with the appurtenances thereunto belonging.

To have and to hold the said premises as above described with the appurtenances unto the said party of the second part, and

to his heirs and assigns, forever; and the said party of the first part, his heirs, executors and administrators, does covenant, grant, bargain and agree, to and with the said party of the second part, his heirs and assigns, that the above bargained premises in the quiet and peaceable possession of the second party, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the same or any part thereof will forever warrant and defend.

In witness whereof, the party of the first part hath hereunto set his hand and seal the day and year first above written. Sealed and delivered in

presence of

— [L. S.]

—
—

Certificate of acknowledgment, form No. 114.

No. 576.

QUIT CLAIM DEED.

This indenture, made the — day of — in the year of our Lord one thousand nine hundred and —, between A. B. of the — of —, county of — and State of —, party of the first part, and C. D. of the — of —, county of — and State of —, party of the second part, witnesseth: that the said party of the first part, for and in consideration of the sum of — dollars (\$—) to him in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, hath remised, released and quit-claimed, and by these presents doth remise, release and quit-claim unto the said party of the second part, his heirs and assigns, all that certain
(description of property.)

Together with all and singular the hereditaments and appurtenances thereunto belonging, and the remainders and reversions, rents, issues and profits thereof. Also, all the estate, right, title, interest, property, claim or demand whatsoever of the said party of the first part, of, in, or to the above described premises, with the appurtenances thereunto belonging.

To have and to hold the said premises as above described, with the appurtenances, unto the said party of the second part, and to his heirs and assigns, forever.

In witness whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

In presence of _____ [L. S.]

Certificate of acknowledgment, form No. 114.

SOUTH CAROLINA.

No. 577.

STATUTORY FORM.

(Civil Code, 1902, § 2367.)

The State of South Carolina:

Know all men by these presents, that I, A. B., of _____ in the State aforesaid, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said C. D. all that (here describe the premises), together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining:

To have and to hold all and singular the premises before mentioned unto the said C. D., his heirs and assigns forever. And I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said C. D., his heirs and assigns, against myself and my heirs, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness my hand and seal, this _____ day of _____ in the year of our Lord _____, and in the _____ year of the independence of the United States of America.

Executed in the _____ [L. S.]

presence of

Certificate of acknowledgment, form No. 118 et seq.

SOUTH DAKOTA.

No. 578.

STATUTORY FORM.

(Form prescribed by Civil Code, 1904, § 940.)

This grant, made the — day of — in the year —, between A. B. of —, of the first part, and C. D. of —, of the second part, witnesseth: that the party of the first part hereby grants to the party of the second part, in consideration of — dollars, now received, all the real property situated in — and bounded (or described) as follows —

**Covenants:
form prescribed
Civil Code,
§ 1308.**

The party of the first part covenants with the party of the second part that the former is now seized in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance: that the same is free from all incumbrances; that the party of the first part, and all persons acquiring any interest in the same through or for him, will, on demand, execute and deliver to the party of the second part, at the expense of the latter, any further assurance of the same that may be reasonably required: and that the party of the first part will warrant to the party of the second part all the said property against every person lawfully claiming the same.

Witness the hand and seal of the party of the first part.

A. B. [SEAL]

Certificate of acknowledgment, form No. 121 et seq.

TENNESSEE.

(Forms prescribed, Code, 1896, § 3680.)

No. 579.

GENERAL WARRANTY DEED.

I hereby convey to A. B. the following tract of land (describing it), and I warrant the title against all persons whomsoever.

Dated this — day of —, A. D. 19—.

Certificate of acknowledgment, form No. 126 et seq.

No. 580.COVENANTS OF SEIZIN, POSSESSION AND SPECIAL
WARRANTY.

I covenant that I am seized and possessed of the said land, and have a right to convey it, and I warrant the title against all persons claiming under me.

Dated this — day of —, A. D. 19—.

Certificate of acknowledgment, form No. 126 et seq.

No. 581.

QUIT-CLAIM DEED.

I hereby quit-claim to A. B. all my interest in the following land (describing it).

Dated this — day of —, A. D. 19—.

Certificate of acknowledgment, form No. 126 et seq.

TEXAS.

No. 582.

GENERAL WARRANTY DEED.

(Stats., 1895, Art. 628, page 159.)

THE STATE OF TEXAS,
COUNTY OF —.

Know all men by these presents, that I, —, of the — (give name of city, town or county), in the State aforesaid, for and in consideration of — dollars, to me in hand paid by —, have granted, sold and conveyed and by these presents do grant, sell and convey unto the said —, of the (give name of city, town or county), in the State of —, all that certain (describe the premises).

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said —, his heirs or assigns forever.

And I do bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises

unto the said —, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness my hand, this — day of —, A. D. 19—.

Signed and delivered
in the presence of

—
—

Certificate of acknowledgment, form No. 131 et seq.

UTAH.

No. 583.

WARRANTY DEED.

(Rev. Stats., 1898, § 1981.)

A. B., grantor (here insert name or names and place of residence), hereby conveys and warrants to C. D., grantee, (here insert name or names and place of residence) for the sum of — dollars, the following described tract of land in — county, Utah, (here describe the premises).

Witness the hand of said grantor this — day of —, A. D.

—.

In presence of

—

Certificate of acknowledgment, form No. 134 et seq.

NOTE.

For full covenant deeds, use California forms.

No. 584.

QUIT-CLAIM DEED.

(Rev. Stats. of Utah, 1898, § 1982.)

A. B., grantor, (here insert name or names and place of residence) hereby quit-claims to C. D., grantee, (here insert name or names and place of residence) for the sum of — dollars, the following described tract of land in — county, Utah, (here describe premises).

Witness the hand of said grantor this — day of —, A. D.

In presence of _____

Certificate of acknowledgment, form No. 134 et seq.

VIRGINIA.

No. 585.

STATUTORY FORM.

(Code, 1904, § 2437.)

This deed, made the — day of —, in the year — between (here insert the names of the parties), witnesseth: that in consideration of (here state the consideration) the said —, doth (or do) grant unto the said —, all, etc. (here describe the property, and insert covenants and any other provisions).

Witness the following signature and seal (or signatures and seals).

_____ [SEAL]

Certificate of acknowledgment, form No. 139 et seq.

WASHINGTON.

No. 586.

WARRANTY DEED.

(Pierce's Code, 1905, § 4451.)

The grantor (here insert the name or names and place of residence) for and in consideration of (here insert consideration), in hand paid, convey and warrant to (here insert the grantee's name or names), the following described real estate (here insert description), situated in the county of —, State of Washington.

Dated this — day of —, 19—.

_____ [SEAL]

Certificate of acknowledgment, form No. 142 et seq.

NOTE.

For full covenant deeds, use California forms.

No. 587.**BARGAIN AND SALE DEED.**

(Pierce's Code, 1905, § 4452.)

The grantor (here insert name or names and place of residence), for and in consideration of (here insert consideration) in hand paid, bargain, sell and convey to (here insert the grantee's name or names) the following described real estate (here insert description) situated in the county of —, State of Washington.

Dated this — day of —, 19—.

— [SEAL]

Certificate of acknowledgment, form No. 142 et seq.

No. 588.**QUIT-CLAIM DEED.**

(Pierce's Code, 1905, § 4453.)

The grantor (here insert name or names and place of residences), for the consideration of (here insert the consideration) convey and quit-claim to (here insert grantee's name or names) all interest in the following described real estate (here insert description), situated in the county of —, State of Washington.

Dated this — day of —, 19—.

— [SEAL]

Certificate of acknowledgment, form No. 142 et seq.

WEST VIRGINIA.**No. 589.****STATUTORY FORM.**

(Code, 1906, § 3048.)

This deed made the — day of —, in the year —, between (here insert names of parties), witnesseth: that in consideration of (here insert consideration), the said — doth (or do) grant unto the said — all, etc. (here describe the property, and insert covenants or any other provisions).

Witness the following signature and seal (or signatures and seals).

— [SEAL]

Certificate of acknowledgment, form No. 144 et seq.

WISCONSIN.

No. 590.

WARRANTY DEED.

(Stats., 1898, § 2208.)

A. B., grantor, of — county, Wisconsin, hereby conveys and warrants to C. D., grantee, of — county, Wisconsin, for the sum of — dollars, the following tract of land in — county (here describe the premises).

Witness the hand and seal of said grantor this — day of —, 19—. — [SEAL]

In the presence of

—
—

Certificate of acknowledgment, form No. 148.

No. 591.

QUIT-CLAIM DEED.

(Stats., 1898, § 2208.)

A. B., grantor, of — county, Wisconsin, hereby quit-claims to C. D., grantee, of — county, Wisconsin, for the sum of — dollars, the following tract of land in — county (here describe the premises).

Witness the hand and seal of said grantor, this — day of —, 19—. — [SEAL]

In presence of

—
—

Certificate of acknowledgment, form No. 148.

WYOMING.

No. 592.

WARRANTY DEED.

(Rev. Stats., 1899, § 2766.)

—, grantor (here insert name or names and place of residence), for and in consideration of (here insert consideration) in hand paid, conveys and warrants to —, grantee (here insert

the grantee's name or names and place of residence), the following described real estate (here insert description), situate in the county of —, State of Wyoming.

Dated this — day of —, A. D. 19—.

Signed in presence of _____.

Certificate of acknowledgment, form No. 149.

NOTE.

For full covenant deeds, use California forms.

No. 593.

QUIT-CLAIM DEED.

(Rev. Stats., 1899, § 2768.)

— grantor (here insert grantor's name or names and place of residence), for the consideration of (here insert consideration), conveys and quit-claims to (here insert grantee's name or names) all interest in the following described real estate (here insert description), situate in the county of —, in the State of Wyoming.

Dated this — day of —, A. D. —.

In presence of _____.

Certificate of acknowledgment, form No. 149.

CHAPTER XXIII.

DOWER.

No. 594.

ASSIGNMENT OF DOWER BY HEIR.

(Rev. Stats. § 5707.)

This indenture made and entered into this — day of —, 19—, by and between A. B. (or X. Y., the duly appointed, qualified and acting guardian of the estate of A. B., a minor) of —, county of —, Ohio, party of the first part, and M. B. party of second part, witnesseth.

That whereas, L. B. late of —, county of — and State of Ohio, died on the — day of —, 19—, leaving the said M. B., his widow, and the said A. B. his son and sole heir, and whereas, the said L. B., deceased, was prior to and at the time of his death seized in fee simple of certain lands, which, at the time of his death, were not incumbered by mortgage, or by judgment obtained against said L. B. during life, and which descended to the said A. B. subject to the dower right of the said M. B. therein.

Now, therefore, said party of the first part does hereby assign and endow unto the said M. B. the real property particularly described as follows:

(description of property assigned.)

To have and to hold the same unto the said M. B. for and during her natural life, as dower.

And the said M. B., widow of said L. B., does hereby accept said assignment in full satisfaction of all the dower to which she may have been entitled in and to all the real property of which the said L. B., deceased, was seized as an estate of inheritance at any time during their said marriage, and in all real property of which the said L. B., deceased, at decease, held the fee simple in reversion or remainder, and in all the title or interest that said L. B., deceased, had, at decease, in any real property held by article, bond or other evidence of claim.

In witness whereof the parties have hereunto set their hands to duplicates hereof the day and year first above written.

Signed and acknowledged A. B.
 in presence of (or X. Y. guardian of A. B.)
 _____ M. B.

(Certificate of acknowledgment, form No. 1 or No. 4.)

STATE OF OHIO, }
 _____ COUNTY. } ss.

I, _____, probate judge of said county (by whom said X. Y. was appointed guardian of the estate of said A. B.) do hereby approve the foregoing assignment of dower.

Dated this _____ day of _____, 19—.

_____,
 Judge of the Probate Court
 of _____ County, Ohio.

CHAPTER XXIV.

GUARANTIES.

NOTE.

A guaranty is a promise to pay the debt or perform the obligation of another person, in the event of the default of such other person in the payment or performance of the same.

Surety and guarantor distinguished. "A surety undertakes to pay the debt of another. A guarantor undertakes to pay if the principal debtor does not, or cannot. A surety joins in the contract of the principal, and becomes an original party with the principal. The guarantor does not join in the contract of his principal but engages in an independent undertaking. A surety promises to do the same thing which the principal undertakes; the guarantor promises that the principal will perform his agreement, and if he does not, then he, the guarantor, will do it for him."¹

Kinds of guaranties. A *temporary guaranty* is limited to one transaction or within a fixed period of time. A *continuing* guaranty continues in force until revoked. A guaranty is presumed to be *temporary*, unless its terms clearly indicate that it is intended to be continuing.²

An *absolute* guaranty is a contract in which the liability of the guarantor becomes fixed by the mere default of the principal debtor or obligor.

A *conditional* guaranty is one in which the liability of the guarantor depends upon some other event than the mere default of the principal debtor or obligor.

A *general* guaranty is one addressed to all persons or to whom it may concern, and may be enforced by any person who acts under it.

A *special* guaranty is one addressed to a specified person, and under which no other person can acquire rights.³

Contracts of must be in writing. The statute of frauds provides that "no action shall be brought whereby to charge the defendant upon any special promise to answer for the debt, default, or miscarriage of another person unless the agreement upon which such action is brought, or some memorandum or note thereof, is in

¹ Stearns on Suretyship, § 6. For forms of suretyship contracts see titles "Bonds" and "Leases."

² Birdsall v. Heacock, 32 O. S. 177.

³ Sherwin v. Brigham, 39 O. S. 137.

writing, and signed by the party to be charged therewith, or some other person thereunto by him or her lawfully authorized." ⁴

Where a guaranty is absolute, it is not necessary to give notice to the guarantor of acceptance and of an intention to act under it. ⁵

Where a guaranty is absolute, it is not necessary to make demand of payment or performance upon the principal debtor, or to give notice of default to the guarantor. ⁶

Demand and notice of default are, however, necessary in the case of conditional guaranties. ⁷

⁴ Rev. Stats. § 4199.

⁶ Clay v. Edgerton, 19 O. S. 549.

⁵ Wise v. Miller, 45 O. S. 388.

⁷ Wolfe v. Brown, 5 O. S. 306.

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No. 595.

GUARANTY FOR GOODS TO BE SOLD. (SINGLE TRANSACTION.)

—, Ohio, —, 19—.

To —

I hereby guarantee payment for the goods (*omit word "goods" if it is desired to limit the kind, and insert "lumber," "coal," etc.*).

you may sell to — of —, not exceeding — dollars (\$—).
 Witness _____.

NOTE.

See Birdsall v. Heacock, 32 O. S. 177.

No. 596.

GUARANTY FOR GOODS TO BE SOLD DURING
 SPECIFIED TIME.

—, Ohio, —, 19—.

To —

I hereby guarantee the payment for all goods which you may sell to — of —, at any time before —, 19—, but my liability shall not exceed — dollars (\$—) at any one time.

Witness _____.

No. 597.

CONTINUING GUARANTY FOR GOODS TO BE SOLD,
 REQUIRING NOTICE OF NON-PAYMENT.

—, Ohio, —, 19—.

To —

I hereby guarantee the payment for all goods which you may from time to time sell to X. Y. of —, not exceeding an indebtedness of — dollars (\$—) at any one time, for which sum this shall be a continuing guaranty.

Provided, however, if said X. Y. shall fail to pay any debt for goods so sold, when due, and such default of payment shall continue for — days thereafter, then notice of such default shall be given to me by mail addressed to me at —, Ohio, and I shall not be liable for any goods thereafter sold to said X. Y. Except as above specified all notices and demands are hereby waived.

Witness _____.

No. 598.

GENERAL LETTER OF GUARANTY.

—, Ohio, —, 19—.

To whom it may concern:

I hereby guarantee to any person who may advance money or sell goods to —, not exceeding — dollars (\$—), the prompt payment thereof, when due.

Witness

—

No. 599.

GUARANTY OF EXISTING DEBT, IN CONSIDERATION OF EXTENSION OF TIME.

—, Ohio, —, 19—.

To —: (creditor)

In consideration that you extend the time of payment of the debt of \$—, owing to you by X. Y., until the — day of —, 19—, I hereby guarantee the payment of said sum on said date.

Witness

—

No. 600.

GUARANTY OF EXISTING DEBT IN CONSIDERATION OF DISMISSAL OF ACTION AND EXTENSION OF TIME.

—, Ohio, —, 19—.

To —: (creditor)

In consideration that you dismiss the action brought by you against X. Y. and now pending in the court of common pleas of — county, Ohio, to recover the sum of — dollars (\$—), and shall extend the time of payment of said debt until the — day of —, 19—, I hereby guarantee the payment on said date of said sum together with — per cent. interest, and the costs of said action taxed for dismissal.

Witness

—

No. 601.

GUARANTY OF PERFORMANCE OF CONTRACT, ENDORSED ON CONTRACT.

In consideration of the execution and delivery of the foregoing (or, within) contract by the above (or, within) named C. D.

(name of party to whom guaranty is given) and in further consideration of one dollar paid to me by said C. D., the receipt of which is hereby acknowledged, I hereby guarantee the faithful and complete performance by the above (*or* within) named A. B. (name of party whose performance is guaranteed), of all the agreements and covenants on his part to be performed under said contract.

Provision for notice of default. Provided, however, that, in case default be made by the said A. B. in the performance of any of the agreements and covenants on his part to be performed, notice thereof shall be given to me by mail by said C. D. within *ten* days after knowledge or notice thereof shall have come to the said C. D., and thereupon I shall have the right, within — days after receiving such notice, to myself commence the performance of the agreements and things in respect to which such default shall have been made, and that I shall be entitled to a reasonable time thereafter in which to complete such performance.

—, Ohio, —, 19—.

Witness
—

No. 602.

GUARANTY OF PAYMENT, ENDORSED ON INSTRUMENT.

For value received I hereby guarantee payment of the within — (note, etc.) at maturity.

No. 603.

GUARANTY OF COLLECTIBILITY, ENDORSED ON INSTRUMENT.

For value received I hereby guarantee the collection of the within — (*note, bond, etc.*).

NOTE.

See Stone v. Rockefeller, 29 O. S. 625; Wolfe v. Brown, 5 O. S. 304.

No. 604.

GUARANTY TO COMMISSION MERCHANTS OF ADVANCES FOR FREIGHT, ETC.

To _____ 19.—
 _____, Ohio.

Gentlemen:

Whereas a quantity of produce, to wit: _____ (potatoes, etc.) loaded on car No. _____ X. & Y. Railway Co. is now in the possession of The _____ Railroad Co. in the city of _____, Ohio, subject to a lien for freight charges, the same having been consigned by E. F. of _____ to M. & Company and refused by them,

Now, in consideration that you receive said produce on consignment and advance the freight, drayage and other charges and expenses connected therewith, we hereby guarantee to you the prompt repayment by said E. F. of all such advances and of all other expenses connected therewith in the event that the amounts realized from the sale of said produce shall be insufficient to pay the same.

Witness _____

CHAPTER XXV.

HUSBAND AND WIFE.

NOTE.

Contracts between husband and wife. A husband or wife may enter into any engagement or transaction with the other, or with any other person, which either might if unmarried; subject, in transactions between themselves, to the general rules which control the actions of persons occupying confidential relations with each other.¹

A husband and wife cannot by any contract with each other alter their legal relations, except that they may agree to an immediate separation, and may make provisions for the support of either of them and their children during the separation.²

Ante-nuptial agreements. The parties may enter into an agreement, before marriage, fixing their respective rights of dower, descent and distribution in the property of the other.³

Formerly it was customary to fix, by such contracts, the rights which each should have in the property of the other during coverture, but as a married woman may now take, hold and dispose of property, real or personal, the same as if unmarried,⁴ and as neither husband nor wife has any interest in the property of the other during coverture,⁵ except the right of support,⁶ the necessity of such provisions in an ante-nuptial contract is not apparent, except when it is desired to include a provision relating to support or maintenance.

Must be in writing. An ante-nuptial agreement must be in writing and signed by the parties.⁷

It must be made in good faith after a full disclosure of the facts,⁸ upon an adequate consideration,⁹ and when its purpose is to bar dower, or a distributive share, its provisions in favor of the party entitled to dower must have been fully performed.¹⁰

Separation agreements. A post-nuptial agreement, between husband and wife, made in view of a voluntary separation, determining the rights of dower, descent and distribution, and other property rights, as between the parties, is valid, providing the agreement un-

¹ Rev. Stats. § 3112.

² Rev. Stats. § 3113.

³ *Mintier v. Mintier*, 28 O. S. 307; *Stilley v. Folger*, 14 Ohio 610 (650).

⁴ Rev. Stats. § 3114.

⁵ Rev. Stats. § 3111.

⁶ Rev. Stats. §§ 3108, 3110.

⁷ Rev. Stats. § 4199; *Finch v. Finch*, 10 O. S. 501; *Henry v. Henry*, 27 O. S. 121.

⁸ *Duttenhofer v. Duttenhofer*, 12 O. D. 736.

⁹ *Johnson v. Johnson*, 1 C. C. 521.

¹⁰ *Phillips v. Phillips*, 14 O. S. 308.

der all the circumstances is fair, reasonable and just, and is made upon an adequate consideration; and such contract need not be in writing.¹¹

¹¹ Miller's Ex'r v. Miller, 16 O. S. 528; Smith v. Smith, 57 O. S. 27 (34).

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No. 605.

ANTE-NUPTIAL AGREEMENT.

This agreement made and concluded this — day of —, 19—, by and between A. B. and C. D., both of —, Ohio, Witnesseth:

That whereas, the parties hereto contemplate a marriage with each other, and the said A. B. is seized and possessed of property of value, both real and personal (and has — minor children, the issue of a former marriage) and desires to make suitable provision for said C. D. in lieu of dower in his real property, and in place of any year's allowance, homestead or other share in or distribution of his personal estate, and of any and all other rights or claims of the said C. D. as widow, heir, survivor, or next of kin of the said A. B.

Now, therefore, in consideration of said marriage and of the covenants of said C. D., hereinafter contained, the said A. B. hereby promises and agrees to pay to the said C. D., immediately after the solemnization of said intended marriage, the sum of — dollars (\$—), the same to be and become her individual property.

In consideration of the payment to her of said sum the said C. D. hereby covenants and agrees that the same shall be in lieu of any and all rights or claims of dower, inheritance and descent in and to the real property of said A. B., now owned or hereafter acquired, and in lieu of any and all rights or claims to a distributive share of his personal estate, now owned or hereafter acquired, and of all claims for an allowance for a year's support, and in lieu of any and all other rights or claims

in or to the estate of said A. B., which may, in any manner, arise or accrue by virtue of said marriage.

And the said C. D., for the consideration aforesaid, does hereby release, remise and relinquish unto the said A. B. and unto his heirs, personal representatives and assigns forever, all of the interests, rights, and claims hereinbefore mentioned and set forth.

And the said C. D. further agrees to execute and acknowledge, upon request of said A. B., any and all proper instruments of release or conveyance to enable the said A. B. to bargain, sell and convey or otherwise dispose of any and all real estate, now owned or hereafter acquired, free and clear of any apparent right of contingent dower therein.

Witness the hands of the parties hereto the day and year first above written.

Signed and acknowledged
in presence of

A. B.
C. D.

(Certificate of acknowledgment, form No. I, Page II.)

\$— — — — —, Ohio, — — —, 19—.

Received from A. B. — — dollars, in full performance of the foregoing agreement on the part of said A. B.

C. D. B.

NOTE.

See Bowen v. Bowen, 34 O. S. 164.

No. 606.

SEPARATION AGREEMENT.

These articles of separation made and concluded at — —, Ohio, this — — day of — —, 19—, by and between A. B. and M. B., husband and wife, witnesseth:

That whereas, the parties hereto have agreed upon an immediate separation, and do hereby agree to live separate and apart during the remainder of their natural lives, and

Whereas, the said A. B. has this day paid to the said M. B. the sum of — — dollars, the receipt of which is hereby acknowledged, and has assigned, conveyed and transferred, and does hereby assign, convey and transfer to said M. B. all of the house-

hold furniture in the residence lately occupied by said parties: and has, by good and sufficient deed of even date herewith, conveyed and transferred unto the said M. B. the following described real property, to wit:

(description of property.)

Now, therefore, in consideration of the premises, each party hereto does hereby release and discharge the other from all obligations of support, and from all other claims, rights and duties arising or growing out of said marital relation; and said parties mutually agree that each party hereto may freely sell or otherwise dispose of his or her own property, by gift, deed, or last will and testament, and each party is by these presents hereby barred from any and all rights or claims by way of dower, inheritance, descent, distribution, allowance for year's support, right to remain in the mansion house, and all other rights or claims whatsoever, in or to the estate of the other, whether real or personal, and whether now owned or hereafter to be acquired.

And each party hereto, for the considerations aforesaid, does hereby release and relinquish to the other, and to the heirs, executors, administrators and assigns of the other, all claims or rights of dower and inheritance in and to all the real property of the other, whether now owned or hereafter acquired, all rights or claims to a distributive share of the personal estate of the other, now owned or hereafter acquired, and all claim or right to an allowance for year's support, or to reside in the mansion house, and all other rights or claims whatsoever.

Each party hereto further agrees, upon request of the other, to execute and acknowledge any and all deeds or other instruments of release or conveyance to enable such other to sell, convey or otherwise dispose of his or her own real property, free from any apparent right of inchoate dower therein.

In witness whereof the parties have hereunto set their hands the day and year first above written.

Signed and acknowledged
in presence of

—
—

A. B.
C. D.

(Certificate of acknowledgment, form No. 1, Page 11.)

No. 607.**SEPARATION AGREEMENT, WITH PROVISION FOR SUPPORT OF CHILDREN.**

This agreement made at —, Ohio, this — day of —, 19—, by and between A. B. and M. B., husband and wife, witnesseth:

That whereas, unfortunate differences have arisen between the parties hereto rendering it impossible for them to hereafter live together, and said parties have agreed upon an immediate separation, and,

Whereas, the said A. B. has this day paid to the said M. B. the sum of — dollars, the receipt of which is hereby acknowledged, and has assigned, conveyed and transferred to her all of the household furniture in the residence heretofore occupied by the parties hereto:

Now, therefore, in consideration of the premises the said M. B. hereby releases the said A. B. from all obligations of future support for herself, and she does further release and relinquish unto the said A. B., his heirs, executors, administrators or assigns, all rights or claims by way of dower, inheritance and descent, in and to the real property of the said A. B., now owned or hereafter acquired, and any and all rights or claims to a distributive share of his personal estate, now owned or hereafter acquired, and all claims for an allowance for year's support, and to reside in his mansion house, and all other rights and claims of every kind and nature arising or growing out of said marriage relation.

And said M. B., for the consideration aforesaid and in consideration of the agreements of said A. B., herein contained, does further covenant and agree that she will not, in any manner, incur or contract any debts on the credit of said A. B. and will not incur any liabilities on his behalf; and that, in case an action for a divorce should hereafter be instituted by either party hereto, she will not ask or apply for any allowance for counsel fees, or any alimony, either temporary or permanent, but the sum this day paid to her shall be in full satisfaction of all such claims and demands, as well as of support, rights of dower, inheritance, and distribution.

In consideration whereof the said A. B. hereby covenants and

agrees that the said M. B., shall have the sole and exclusive custody, control and care of the children of the parties hereto, to wit: (names of children) during their minority.

Said A. B. hereby covenants and agrees to pay to the said M. B., for the support and education of said children, the sum of — dollars (\$—) for each child, per year, payable in equal quarterly payments of \$— each, on the first days of January, April, July and October of each year, during their minority: payments for each child to cease when such child reaches the age of majority.

And the said A. B., for the considerations aforesaid, does hereby release and relinquish to the said M. B., her heirs, executors, administrators and assigns, all rights or claims of dower, inheritance, descent, distribution, and all other rights or claims, in any manner arising or growing out of the marriage relation now existing between said parties, in or to the estate of the said M. B., real, personal or mixed, now owned or hereafter acquired: but by these presents the said A. B. shall be forever barred therefrom.

Witness the hands of said A. B. and M. B. the day and year first above written.

Signed and acknowledged
in presence of

A. B.
M. B.

—
—

(Certificate of acknowledgment, form No. 1, Page 11.)

CHAPTER XXVI.

LAND CONTRACTS.

NOTE.

A "contract of sale of lands, tenements and hereditaments, or any interest therein, or concerning of them," must be in writing signed by the party to be charged therewith, or his agent lawfully authorized.¹

A land contract, however, need not be acknowledged or witnessed and is not entitled to record.²

After the execution of a land contract and before conveyance, the interest of the vendor consists in the legal title, and a beneficial estate in the lands to the extent of the unpaid purchase money, while the interest of the vendee is an equitable estate in the land equal to the amount of the purchase money paid by him, and which, upon full payment, may ripen into a complete equity entitling him to a conveyance of the legal title according to the terms of the contract.³

Possession of land by the vendee is constructive notice of his contract of purchase and of his equity in the land and a subsequent mortgage given by the vendor operates only to the extent of the unpaid purchase money after actual notice to the vendee.⁴

A provision in a land contract requiring the vendor to give a "good and sufficient warranty deed" means a conveyance in fee simple with warranty.⁵

A provision in a land contract requiring the title to be "indisputable" requires a complete connected paper title.⁶

A provision for a "perfect" title permits the vendee to refuse to accept a conveyance while there remains a subsisting mortgage incumbrance on the premises.⁷

Where a land contract required the vendor to convey "by good warranty deed and abstract of title from organization of county," the contract not providing for a deed with release of dower by the wife of the vendor, nor for a general covenant against incumbrances, it is not essential to the performance of the contract by the vendor that his wife should join in the deed and release her right of dower.⁸

¹ Rev. Stats. § 4199.

² Wood, Sash, Dood & Paint Co. v. Burrows, 2 C. C. (N. S.) 213 (215) (affirmed 73 O. S. 372).

³ Coggshall v. Marine Bank, 63 O. S. 88 (97).

⁴ Jaeger v. Hardy, 48 O. S. 335.

⁵ Tremain v. Liming, Wright 644.

⁶ Courcier v. Graham, 1 Ohio 330 (349-350).

⁷ Lewis v. White, 16 O. S. 444.

⁸ Bank v. Parisette, 68 O. S. 450.

Agreements as to Incumbrances. Where the purchaser assumes to pay a mortgage, as a part of the purchase price, he impliedly agrees to indemnify the vendor against liability thereon. The mortgagee, also, may maintain an action against the purchaser.⁹

Where by the provisions of a land contract the purchaser agrees to pay a mortgage as a part of the purchase price, and the conveyance executed in pursuance of the land contract is made to the wife of the purchaser, at his request, she is bound, by the provisions of the land contract, to pay the mortgage.¹⁰

Ordinary building restrictions applicable to all the property in the neighborhood, of which the purchaser has knowledge, cannot be classed as an incumbrance unless they affect the marketable character of the title, and the presumption is that they are a benefit rather than a detriment to the property.¹¹

⁹ Poe v. Dixon, 60 O. S. 124; Society of Friends v. Haines, 47 O. S. 423.

¹¹ Egle v. Morrison, 6 C. C. (N. S.) 609, 27 C. C. 497.

¹⁰ Reid v. Sycks, 27 O. S. 285.

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No. 608.

LAND CONTRACT, SHORT FORM.

This agreement made and concluded at —, Ohio, this — day of —, A. D. 19—, by and between A. B., party of the first part, and X. Y., party of the second part, witnesseth:

That said party of the first part, in consideration of the sum of one hundred dollars (\$100) in hand paid, the receipt of which is hereby acknowledged, does, for himself, his heirs and assigns, hereby agree to sell and convey by good and sufficient deed of general warranty with release of dower by M. B., wife of said A. B., unto said party of the second part, his heirs and assigns, the following described premises, situated in the city of —, county of — and State of Ohio, and

(description of property.)

together with all the appurtenances and hereditaments thereunto belonging but subject to all legal highways.

Said party of the first part further agrees to furnish, on or before —, 19—, an abstract showing a good title to said property, free and clear from all incumbrances whatsoever, except taxes for the year 19—.

Said party of the first part further agrees to give possession of said premises to said party of the second part on or before —, 19—.

Said party of the second part hereby agrees to purchase said property for the sum of five thousand dollars (\$5,000), payable as follows; said sum of \$100 this day paid shall be applied on said purchase price; the sum of \$2,900 shall be paid in cash on or before —, 19—; and the balance of \$2,000 to be paid in one year from the date hereof, to be evidenced by a promissory note for said amount with interest at 6 per cent. per annum, said note to be secured by a first mortgage on said property.

In witness whereof the parties have set their hands to duplicates hereof the day and year first above written.

In presence of

M. N.

A. B.

P. R.

X. Y.

No. 609.

LAND CONTRACT. PURCHASE PRICE PAYABLE IN INSTALMENTS.

This agreement made and concluded at —, Ohio, this — day of —, 19—, by and between A. B., party of the first part, and C. D., party of the second part, witnesseth:

That said party of the first part, in consideration of the sum of three thousand dollars (\$3,000) to be paid by said party of the second part, and of the promises and agreements of said party of the second part hereinafter contained, does, for himself, his heirs and assigns, hereby agree to sell to said party of the second part, his heirs and assigns, the following described premises, situated in the city of —, county of — and State of Ohio, and

(description of property.)

together with all the appurtenances and hereditaments thereunto belonging, but subject to all legal highways.

Said party of the first part further agrees to give immediate possession of said premises to said party of the second part, and that, upon the payment by said party of the second part of the full sum of two thousand dollars (\$2,000) in instalments, and upon the execution of a note and mortgage securing the balance of \$1,000 as hereinafter provided, said party of the first part will convey said premises to said party of the second part by good and sufficient deed of general warranty with release of dower by M. B., wife of said party of the first part, and free and clear from all incumbrances whatsoever excepting such as may be caused by the act or default of said party of the second part.

In consideration whereof said party of the second part hereby agrees to purchase said property and to pay for the same the sum of three thousand dollars (\$3,000) as follows:

Two hundred dollars (\$200) in cash upon the execution of this agreement: eighteen hundred dollars (\$1,800) in monthly instalments of fifty dollars (\$50) each on the first day of each and every month hereafter:

The balance of one thousand (\$1,000) to be secured by a note and first mortgage on said property, bearing interest at 6 per cent. per annum and due one year after its date, to be executed and delivered by said party of the second part when the sum of \$2,000 above provided for has been paid in full.

Said party of the second part further agrees to pay all taxes and assessments that may for any purpose whatever be levied or assessed on said property from and after the date of this agreement. Said party of the second part further agrees to insure the building on said property for not less than \$2,000 and to keep the same insured during the continuance of this agreement, and if he fail or neglect so to do, said party of the first part may insure the same at the expense of said party of the second part; and in case of loss, if any, payment shall be made to said party of the first part for the uses and purposes herein mentioned.

It is mutually agreed by and between the parties hereto that if said party of the second part shall fail or neglect to pay any one of said instalments of purchase money, when the same become due, or within five days thereafter, or shall fail to execute said note and mortgage, when and as above specified, or shall fail to pay any of said taxes or assessments when the same are due and payable, then all of the instalments and amounts remaining unpaid

shall immediately become due and payable at the option of said party of the first part, notice of said option being hereby expressly waived.

It is further mutually agreed that if said party of the second part shall fail or neglect to perform any of the agreements on his part to be performed hereunder, then this agreement shall be void at the option of said party of the first part.

In witness whereof the parties hereto have set their hands to duplicates hereof the day and year first above written.

In presence of

X. Y.

A. B.

M. N.

C. D.

No. 610.

CONTRACT FOR EXCHANGE OF LANDS.

This agreement made and concluded at — Ohio, this — day of —, 19—, by and between A. B., party of the first part, and C. D., party of the second part, witnesseth:

That said party of the first part, in consideration of the promises and agreements of said party of the second part, hereinafter contained, does, for himself, his heirs and assigns, hereby promise and agree to convey to said party of the second part, his heirs and assigns, by good and sufficient deed of general warranty the following described property, to wit:

(description of property.)

together with all appurtenances and hereditaments thereunto belonging but subject to all legal highways.

In consideration of said promises and agreements, said party of the second part does for himself, his heirs and assigns, hereby promise and agree to convey to said party of the first part, his heirs and assigns, by good and sufficient deed of general warranty, the following described property to wit:

(description of property.)

together with all appurtenances and hereditaments thereunto belonging but subject to all legal highways.

Said party of the second part further agrees to pay to said party of the first part the sum of — dollars (\$—) being the difference in value of said premises.

The parties hereto hereby agree, each with the other, to furnish an abstract (or certificate) of title to the premises hereto-

fore belonging to him, showing a clear title thereto, free and clear from all incumbrances whatsoever; said abstracts to be furnished on or before —, 19—.

It is mutually agreed that said exchange shall be completed, said deeds delivered and said payments made on —, 19—, at the office of —, at — o'clock —. M.

It is further agreed that each of the parties hereto shall be entitled to possession of the premises hereby agreed to be conveyed on —, 19—.

In witness whereof the parties have hereunto set their hands to duplicates hereof the day and year first above written.

In presence of

L. M.

A. B.

X. Y.

C. D.

No. 611.

CONTRACT FOR SALE OF LEASEHOLD INTEREST.

This agreement made and concluded at —, Ohio, this — day of —, A. D. 19—, by and between C. D. of —, party of the first part, and E. F. of —, party of the second part, witnesseth:

That whereas, one A. B., by a certain instrument of lease dated the — day of —, A. D. 19—, and recorded in the office of the recorder of — county, Ohio, in volume — of leases, page —, did demise, let and lease unto said C. D. certain premises situated at number — Street in the — of —, Ohio, for a term of — years ending on the — day of —, A. D. 19—, for the yearly rent of — dollars; for a more particular description of said premises, and of said term, and for all the covenants, provisions, terms and conditions of which said lease, reference is hereby made thereto;

Now therefore, said party of the first part, in consideration of the sum of — dollars (\$—) in hand paid, the receipt of which is hereby acknowledged, and further in consideration of the promises and agreements of said party of the second part herein contained, does hereby promise and agree to sell, transfer and assign unto the said party of the second part all the estate and interest of said party of the first part in said premises and in said lease for the residue of the term of said lease, subject to all the rents, covenants, conditions, provisions and stipula-

tions in said lease contained on the part of the lessee to be paid, observed and performed.

Said party of the first part further agrees to execute and deliver to said party of the second part, a good and sufficient instrument of assignment and conveyance of said leasehold interest, with the consent of the said A. B. to such assignment endorsed thereon, on or before the — day of —, A. D. 19—; and to pay all rents, taxes, assessments and charges due and payable by the lessee under the provisions of said lease up to and including the — day of —, A. D. 19—; and that said leasehold interest so assigned and conveyed shall be free and clear from all liens or incumbrances, except such as may be created and provided for by said lease due after said — day of —, A. D. 19—.

Said party of the first part further agrees to give possession of said premises to said party of the second part on or before —, A. D. 19—.

In consideration whereof, said party of the second part hereby promises and agrees to purchase said leasehold interest and to pay therefor the sum of — dollars (\$—) payable as follows: said sum of — dollars (\$—) this day paid to be applied on said purchase price and the balance of — dollars (\$—) to be paid in cash on the execution and delivery of said instrument of assignment of said lease as hereinbefore provided.

Said party of the second part further promises and agrees to pay the rent, taxes, assessments and other charges, and to perform all the other covenants of said lease on the part of the lessee to be performed, and to indemnify and save harmless said party of the first part thereupon.

It is mutually agreed by and between the parties hereto that the receipt of the lessor for the last instalment of rent due up to said — day of —, A. D. 19—, shall be deemed conclusive evidence that the covenants of said lease have been performed by said party of the first part.

In witness whereof the parties have hereunto set their hands to duplicates hereof the day and year first above written.

In presence of

—
—

C. D.
E. F.

CHAPTER XXVII.

LEASES.

NOTE.

• A lease for a term of more than three years must be in writing signed by the lessor and such signing acknowledged in the presence of two attesting witnesses, and acknowledged by the lessor before a notary public or other officer authorized to take the acknowledgments, and recorded.¹

A lease for three years or less need not be attested by witnesses, acknowledged or recorded;² but must be in writing and signed by the lessor, or his agent lawfully authorized.³

But where, under a verbal lease for less than three years, possession is taken by the lessee, the lease becomes binding on the parties.⁴

Description of term. The term for which the lessee is to hold the premises must be stated in the lease with certainty, otherwise it will be void.⁵ But the term may be stated in the habendum clause as well as in the granting clause.⁶

The property must also be described with reasonable certainty, so that it may be identified.⁷

Covenants. **Quiet enjoyment.** A covenant of seizin will be implied in a lease unless the terms of the lease exclude the implication.⁸

A special warranty, however, that the lessee shall "lawfully, peaceably, and quietly hold, occupy, and enjoy said premises, during said term, without any let, hindrance, ejection or molestation by said lessor, or his heirs or assigns, or any person or persons lawfully claiming under them" is not a covenant for quiet possession as against a prior mortgage, and the lessee when evicted through foreclosure proceedings, has no right of action against his lessor.⁹

Payment of taxes. In the absence of a stipulation to such effect in the lease, a tenant is under no obligation to pay the taxes assessed against the property.¹⁰

¹ Rev. Stats. §§ 4106, 4134; Langmede v. Weaver, 65 O. S. 17.

² Rev. Stats. § 4112.

³ Rev. Stats. § 4198.

⁴ Grant v. Ramsey, 7 O. S. 158; Moore v. Beasley, 3 Ohio 294.

⁵ Pope v. Miller, 4 C. C. (N. S.) 564, 14 C. D. 640.

⁶ Brown v. Fowler, 65 O. S. 507 (521).

⁷ Patterson v. Hubbard, 30 Ill. 201.

⁸ Wetzell v. Richcreek, 53 O. S. 62 (68).

⁹ Tooker v. Grotenkemper, 1 C. S. C. R. 88.

¹⁰ Allen v. Russel, 59 O. S. 137 (145).

A stipulation to that effect, however, is valid, and the property may be taxed in the name of the tenant.¹¹

Repairs. In the absence of an express covenant of warranty as to the condition of the premises, or that the landlord will repair, no obligation to repair rests on the landlord.¹²

A covenant by the lessee "to deliver up said premises in as good condition and repair as the same shall be in at the commencement of the term, the natural wear and decay excepted," is a covenant to make such repairs, only, as would ordinarily arise under their occupation, and does not include extraordinary conditions resulting from injury or destruction of the premises by fire.¹³

Restriction as to use of premises. A stipulation restricting the use of the property may be inserted in a lease, unless the effect of such stipulation is to accomplish some illegal purpose.¹⁴

The following restrictive agreements have been held valid: that the premises shall not be used for a blacksmith shop;¹⁵ that if liquor be sold on the demised premises, the business shall be conducted strictly according to law;¹⁶ and that the premises shall not be used for any purposes whereby "the risk from fire should be made more than ordinary or common."¹⁷

Option to purchase. A lease containing an option to the lessee to purchase within the term, containing specific covenants touching the obligations of the parties as lessor and lessee, and as vendor and vendee in the event of such election, is both a lease and an option to purchase and will be construed to preserve the obligations of lessor and lessee while that relation exists, and the obligations of vendor and purchaser after the election to purchase is exercised.¹⁸

Where such an instrument provides for a forfeiture of the lease in the event of a default by lessee in payment of rent or taxes, the payment of rent and taxes are conditions precedent to the exercise of the option to purchase; and a forfeiture of the lease, for a default therein, revokes the option.¹⁹

Security for rent. **Forfeiture of lease.** Where the right is reserved in a lease to the lessor to re-enter and avoid the lease upon default of payment of rent, the lessor has a *lien* upon the premises for rent superior to that of a mortgagee of the lessee.²⁰

Lien created by lease on chattels of lessee on premises. A provision in a lease stipulating that the personal property of the lessee on the premises should not be removed from the premises, but should

¹¹ St. Bernard v. Kemper, 60 O. S. 244; Cincinnati College v. Yeatman, 30 O. S. 276.

¹² McNeal v. Emery, 8 W. L. B. 265; Campbell v. Luck, 2 C. C. (N. S.) 129, 15 C. D. 356.

¹³ Gilchrist v. Weil, 8 N. P. 647, affirmed in 52 O. S. 677.

¹⁴ Stines v. Dorman, 25 O. S. 580 (583).

¹⁵ Wright v. Heidorn, 4 N. P. 124 (235), affirmed in 60 O. S. 609.

¹⁶ Crowe v. Riley, 63 O. S. 1.

¹⁷ Lodge v. White, 2 C. S. C. R. 6.

¹⁸ Gilbert v. Port, 28 O. S. 276.

¹⁹ Parry v. Insurance Co., 1 C. S. C. R. 251.

²⁰ Stephenson v. Haines, 16 O. S. 478.

be security for the rent, creates no lien as against third persons. To have that effect, the personal property should be conveyed to the lessor as security, and the lease, or other conveyance, filed as a chattel mortgage.²¹

Lien reserved on demised premises. A lien may be reserved in a perpetual lease, on "the demised premises and improvements thereon," which is valid and effectual against creditors or mortgagees of the lessee.²²

Lien on share of crop. A lease of a farm, reserving as rent a part of the grain, gives to the landlord a lien on the growing crop, and the entire crop cannot be removed by the tenant, or by those acting under him, until the rent is provided for.²³

Assignment of lease. An assignment is a transfer by the lessee of his interest in the leasehold estate for the balance of his term. A subletting or underletting is a transfer of the entire interest of the lessee for a shorter period of time than that for which the lease was granted, or of a part of the premises for the balance of his term.

In the case of a *subletting* the subtenant is under obligations to his immediate lessor, and is not liable for rent to the original lessor.²⁴

In the case of an *assignment* the assignee is liable for rent to the original lessor.²⁵

A lessee may always assign his interest in the leasehold estate, unless the lease contains a covenant prohibiting assignment,²⁶ but an assignment of the lease, even with consent of the lessor, does not discharge the lessee from his express agreement to pay rent.²⁷

There is an implied agreement on the part of the assignee that he will indemnify the lessee against the claims of the lessor.²⁸

How lease assigned. The assignment of a lease must be executed with the same formalities with which the original lease is executed. If for more than three years, it must be attested, acknowledged and recorded.²⁹

A lease for less than three years must be assigned in writing,³⁰ but need not be attested, acknowledged or recorded.

Re-appraisal provisions in leases. Under a written lease providing for a revaluation by arbitration every fifteen years, a revaluation may be by parol agreement.³¹

A stipulation providing for a revaluation by "three disinterested men," one to be appointed by the lessor, one by the lessee, and the

²¹ Smith v. Worman, 19 O. S. 145. See Shoenberger v. Mount, 1 Handy 566.

²² Metcalfe v. Fosdick, 23 O. S. 114.

²³ Case v. Hart, 11 Ohio 364. See Rev. Stats. § 6679.

²⁴ Fulton v. Stuart, 2 Ohio 215.

²⁵ Sutliff v. Atwood, 15 O. S. 186.

²⁶ Crowe v. Riley, 63 O. S. 1.

²⁷ Lodge v. White, 30 O. S. 569; Taylor v. De Bus, 31 O. S. 468; Smith v. Harrison, 42 O. S. 180.

²⁸ McHenry v. Carson, 41 O. S. 212 (220).

²⁹ Rev. Stats. §§ 4106, 4112.

³⁰ Rev. Stats. § 4198.

³¹ Hepworth v. Pendleton, 4 W. L. B. 120, affirming 5 Am. L. Rec. 285.

third by the two thus chosen, who should appraise the same at its "true value," requires that all appraisers unite in the report. An appraisal made by two of such appraisers is not valid.³²

Where a lease provided that either party might call for a reappraisal within one year after the expiration of any five year period, and such a reappraisal was made, increasing the rental, the rate for the entire current year in which the reappraisal was made was held to be the amount fixed by the reappraisal, although the lessee had promptly paid at the original rate for that year.³³

³² *Lowe v. Brown*, 22 O. S. 463.

C. C. 351, 5 C. D. 163, affirmed in 58

³³ *Daniels v. Lion Dry Goods Co.*, 11 O. S. 702.

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No. 612.

LEASE, GENERAL FORM.

This instrument of lease witnesseth: that A. B. of —, Ohio, the *lessor*, in consideration of the rents and covenants hereinafter stipulated to be paid and performed by C. D. of —, Ohio, the *lessee*, does hereby grant, demise, let and lease unto the said lessee, his executors, administrators and assigns, the following described premises, to wit:

(description of property.)

Habendum describing the term. To have and to hold the same, with the appurtenances, unto the said lessee, his executors, administrators and assigns, for and during the full term of — years, thence next ensuing from the — day of —, A. D. nineteen hundred and —, and to be fully completed and ended on the — day of —, A. D. nineteen hundred and —. Yielding and paying therefor, during the

Rent. term aforesaid, the yearly rent of — dollars (\$—) payable in equal monthly instalments of — dollars (\$—) each on the first day of each and every month, in advance, all such rent being payable at —.

Covenants of Lessee. And said lessee, for himself and his executors, administrators and assigns, does hereby covenant and agree with said lessor, his heirs and assigns:

(a) that he will pay said rent at the times and place and in the manner aforesaid;

- (b) that he will pay all charges and bills for water, gas and electric current which may be assessed or charged against the occupant of said premises during said term or any extension thereof;
- (c) that he will use and occupy said premises in a careful, safe and proper manner, and will carefully conduct and guard all fires that may be conducted therein;
- (d) that he will not commit or suffer any waste therein;
- (e) that he will not use or occupy said premises for any unlawful purpose; and that he will conform to and obey all laws of the State of Ohio, and all ordinances of the city of —, respecting said premises and the use and occupation thereof;
- (f) that he will not sell, or permit to be sold, on said premises during said term, spiritous, vinous, malt or any intoxicating liquor, without the written consent of said lessor;
- (g) that he will not assign this lease, nor underlet said premises, nor any part thereof, without the written consent of said lessor;
- (h) that he will not use or occupy said premises, or permit the same to be used or occupied, for any purpose or business deemed extra-hazardous on account of fire or otherwise;
- (i) that he will make no alterations or additions in or to said premises without the written consent of said lessor;
- (j) that he will permit said lessor, or his agents, to enter upon said premises, at all reasonable times, to examine the condition of the same;
- (k) that he will surrender and deliver up said premises, at the end of said term, in as good order and condition as the same now are, or may be put by said lessor, reasonable use and natural wear and tear thereof, and damage by fire, or other unavoidable casualty, excepted.

Provided, however, that if said rent, or any part thereof, shall at any time be in arrear and unpaid, and without **Provision for forfeiture.** any demand being made therefor, or if said lessee, or his assigns, shall fail to keep and perform any of the covenants, agreements or conditions of this lease, on his part to be kept and performed, or if said lessee shall be adjudged a bank-

rupt, or shall make an assignment for the benefit of creditors, or if the interest of said lessee therein shall be sold under execution or other legal process, it shall be lawful for said lessor, his heirs or assigns, to enter into said premises, and again have, re-possess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of said lessor to be done and performed shall cease, determine and be utterly void; without prejudice, however, to the right of the lessor to recover from said lessee, or assigns, all rent due up to the time of such entry. In case of any such default and entry by said lessor, said lessor may relet said premises for the remainder of said term for the highest rent obtainable and may recover from said lessee any deficiency between the amount so obtained, and the rent hereinbefore reserved.

If building destroyed or injured by fire, lease to terminate. (R. S. § 4113).

And provided further, that in case any buildings on said premises, or any part thereof, without any fault or neglect of said lessee, shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, said lessee may thereupon surrender possession of said premises to said lessor, and thereupon this lease shall cease, determine and be utterly void.

Covenants by lessor.

And said lessor, for himself, and for his heirs, executors, administrators, and assigns, hereby covenants and agrees with said lessee, his executors and administrators, that, said lessee paying the rents, and keeping and performing the covenants of this lease on his part to be kept and performed, said lessee shall peaceably and quietly hold, occupy and enjoy said premises, during said term, without any let, hindrance or molestation by said lessor or his heirs or any person or persons lawfully claiming under him or them.

Mutual covenants.

It is mutually covenanted and agreed by and between said lessor and said lessee that, as security for the said rents to be paid and the covenants to be performed by said lessee, or assigns, a lien is hereby reserved upon the premises hereby leased, and the interest of said lessee and assigns in and to the same, in favor of said lessor, his heirs and assigns, prior and superior to any and all other liens thereupon whatsoever.

In witness whereof, the said lessor and lessee have set their

hands to duplicates hereof on the — day of —, A. D. nineteen hundred and —.

Signed and acknowledged

A. B.

in presence of

C. D.

—
—

(Certificate of acknowledgment, form No. 1).

No. 613.

LEASE SHORT FORM.

This lease witnesseth: that A. B. of —, Ohio, the lessor, hereby lets and leases to C. D. of —, Ohio, the lessee, the premises situate in the — of —, county of —, and State of — and described as follows:—

with the appurtenances thereto, for the term of — year — commencing —, 19—, at a rental of — dollars per year, payable in equal monthly instalments of — dollars each on the first day of each and every month in advance.

Said lessee agrees to pay said rent, unless said premises shall be destroyed or rendered untenable by fire or other unavoidable accident; to pay all water rents charged or assessed during said term against the occupant of said premises: to not commit or suffer waste; to not use said premises for any unlawful purpose; to not sell, or permit to be sold on said premises, during said term, intoxicating liquor of any kind or character; to not assign this lease, or under-let said premises, or any part thereof, or permit the sale of his interest therein by legal process, without the written consent of said lessor; and at the expiration of this lease, to surrender said premises in as good condition as they now are, or may be put by said lessor, reasonable wear and unavoidable casualties excepted. Upon non-payment of any of said rent for — days, after it shall become due, and without demand made therefor, or upon the breach of any of the other agreements herein contained, the lessor may terminate this lease and re-enter and re-possess said premises.

Said lessor agrees (said lessee having performed all his obligations under this lease) that said lessee shall quietly hold and occupy said premises during said term without any hindrance or

molestation by said lessor, his heirs, or any person lawfully claiming under him or them.

Signed in duplicate this — day of —, A. D. 19—.

In presence of

—
—

A. B.

C: D.

(Certificate of acknowledgment, form No. 1).

No. 614.

LEASE OF FURNISHED HOUSE.

This instrument of lease, made at — Ohio, this — day of —, A. D. 19—, by and between A. B. of —, Ohio, the lessor, and C. D. of —, Ohio, the lessee, witnesseth: that said lessor, in consideration of the rents and covenants hereinafter stipulated to be paid and performed by said lessee, does hereby demise, let and lease unto said lessee, the following described premises, to-wit:

(description of premises)

and the appurtenances thereunto belonging, and also all the furniture, carpets, dishes, crockery, glassware, kitchen utensils and other personal property specified in the schedule hereto annexed marked "Exhibit A" and made a part hereof:

To have and to hold the same, unto the said lessee, to be used by said lessee as a dwelling, and for no other purpose, for the term of — years, beginning on —, A. D. 19—, and ending on —, A. D. 19—, for the yearly rent of — dollars (\$—) payable in equal monthly instalments of — dollars (\$—) each, in advance, on the first day of each and every month during said term at — in the city of —, Ohio, or such other place in said city as the lessor may direct.

And said lessee does hereby covenant and agree with said lessor, his heirs and assigns, as follows:

Covenants of lessee.

that he will pay said rent at the times and place and in the manner aforesaid; that he will pay all bills and charges for water, gas and electric current which may be assessed or charged against the occupant of said premises during said term or any extension thereof; that he will use and occupy said premises, and said furniture, etc., in a careful, safe and proper manner,

and will carefully conduct and guard all fires that may be conducted thereon; that he will not commit or suffer any waste therein; that he will not use or occupy said premises for any unlawful purpose; that he will not sell, or permit to be sold, on the said premises, during said term, spiritous, vinous, malt or any intoxicating liquor, without the written consent of said lessor; that he will not assign this lease nor underlet said premises, nor any part thereof, without the written consent of said lessor; that he will not use or occupy said premises, or permit the same to be used or occupied, for any purpose deemed extra-hazardous on account of fire or otherwise; that he will make no alterations or additions in or to said premises without the written consent of said lessor; that he will permit said lessor, or his agents, to enter upon said premises, at all reasonable times, to examine the condition thereof; that he will surrender and deliver up said premises, and all of said furniture, carpets, dishes, crockery, and glassware, kitchen utensils and other personal property, in as good order and condition as the same now are, reasonable use, and ordinary wear and tear thereof, and damage by fire or other unavoidable casualty excepted: and that he will replace all such furniture or other articles of personal property, as shall be broken, damaged, or missing, with other articles of equal value, and of as near the same pattern as possible.

**Provision for
forfeiture.**

Provided however, that if said rent, or any part thereof . . .

(finish as in form No. 612.)

No. 615.

LEASE OF APARTMENT.

This instrument of lease, executed at —, Ohio, this — day of —, A. D. 19—, by and between The — Flats Company, a corporation duly organized under the laws of the State of Ohio, lessor, and C. D., lessee, witnesseth: that said lessor, in consideration of the rents and covenants hereinafter stipulated to be paid and performed by said lessee, does hereby demise, let and lease unto said lessee suite number — on the — story of the apartment house known as the —, situated at number —, — Avenue, in the city of —, county of —,

and State of Ohio, to be used and occupied by the lessee as a dwelling, and for no other purpose, for the term of — years, from the — day of —, A. D. 19—, to the — day of —, A. D. 19—, for the yearly rent of — dollars (\$—) payable in legal tender of the United States, in equal monthly instalments of — dollars (\$—) each, in advance on the first day of each and every month during said term at the office of said lessor in the city of —, or such other place in said city of — as the lessor may direct.

Covenants of lessee.

And said lessee does hereby covenant and agree with said lessor, its successors and assigns; to pay said rent at the times and place and in the manner aforesaid; to pay for all gas and electric current used in said premises, and all expenses incident to furnishing the same; to use and occupy said premises in a careful, safe and proper manner; to keep the windows thereof in clean condition; to not drive, or permit to be driven, any picture or other nails into the woodwork or walls of said premises; to not place, or permit to be placed, any extra lock, bolt or fastening upon any door in said premises; to not conduct or carry on any business, trade or occupation in said premises, nor permit the same to be so conducted or carried on; to not exhibit any sign or placard on any windows or other parts of said premises; to not waste any water, or permit the same to be wasted; to not use or occupy, or permit to be used or occupied, said premises for any unlawful, immoral or improper purpose, or for any purpose which, in the opinion of said lessor, may or will annoy or disturb other tenants of said apartment house or the neighborhood thereof, or which, in the opinion of the lessor, may or will be detrimental to the reputation of the said premises or said apartment house; to not make, or permit to be made, any disturbance, noise or annoyance whatsoever, which, in the opinion of the lessor, may be detrimental to said building or to the comfort of other tenants thereof; to pay for all repairs made necessary by reason of the abuse, misuse or negligence of said lessee; to not obstruct the entries, passages, halls, stairways and elevators in said building, nor permit the same to be obstructed, nor to permit any persons or children under his control to loiter or play therein, nor to use, or permit the same to be used, for any purpose except for ingress and egress to and from said premises; to not assign this lease,

nor underlet said premises, nor any part thereof, without the written consent of said lessor; that said lessor may make reasonable rules and regulations not inconsistent herewith, for the protection of said building and the welfare and comfort of all tenants thereof, and said lessee shall conform to, and abide by, the same; that no dog shall be kept or harbored in said premises; to permit said lessor, and its agents, to enter upon said premises, at all reasonable times, to examine the condition of the same, to make repairs on and to care for the same; to permit said lessor, or its agents, at all reasonable times during the thirty days next proceeding the expiration of said term, to show and exhibit said premises to prospective tenants, and to permit the customary sign or notice "for rent" to be placed on said premises and to remain thereon without molestation; that said premises are now in good repair, and that said lessee will surrender and deliver up said premises, at the end of said term, in the same good order and condition, including all plumbing, gas, water and sewer fixtures and connections, reasonable use and ordinary wear and tear thereof, and damage by fire or other unavoidable casualty, excepted, and that said lessee will deliver all keys to said lessor.

**Provision for
forfeiture.**

Provided however, that if said rent or any part thereof shall at any time be in arrear and unpaid, and without any demand therefor, or if said lessee shall fail to keep and perform any of the covenants, agreements or conditions of this lease, on his part to be kept and performed, it shall be lawful for said lessor, its successors or assigns, to enter into said premises, and again have, re-possess and enjoy the same as if this lease had not been made, and thereupon this lease, and everything herein contained on the part of said lessor to be done and performed, shall cease, determine and be utterly void; without prejudice, however, to the right of the lessor to recover from said lessee all rent due up to the time of such entry. In case of such default and entry by said lessor, said lessor may re-let said premises for the remainder of said term for the highest rent obtainable, and may recover any deficiency from said lessee.

**Lease to terminate, if building
destroyed or injured
by fire.**

And provided, further, that in case said premises, without any fault or neglect of said lessee, shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, said lessee may

thereupon surrender possession of said premises to said lessor, and thereupon this lease shall cease, determine and be utterly void.

Covenants by lessor. And said lessor, for itself and its successors and assigns, hereby covenants and agrees with said lessee that, said lessee paying the rents and keeping and performing the covenants of this lease on his part to be kept and performed, said lessee shall peaceably and quietly hold, occupy and enjoy said premises, during said term, without any let, hindrance or molestation by said lessor, its successors or assigns, or any persons lawfully claiming under it or them; that it will furnish said lessee with water for general use, and with steam heat, through its heating plant and system now in said building, when necessary, from the fifteenth day of September to the first day of June in each year during said term, but said lessor shall not be liable for stoppages or delays in so doing, not caused by its negligence or default; that said lessor shall keep the halls, passageways and stairways appurtenant to said premises in clean condition and properly heated and lighted.

In witness whereof The — Flats Company has caused its corporate seal to be affixed and its name to be signed to duplicates hereof by its president, and said C. D. has set his hand to duplicates hereof, on the day and year first above written.

Signed and acknowledged The — Flats Company.
in the presence of By — President.

— [corporate seal.]

C. D.

Certificates of acknowledgment, forms No. 3 and No. 1.

No. 616.

LEASE OF STOREROOM, WITH RESTRICTIONS AS TO FIXTURES OF LESSEE, AND CHATTEL MORTGAGE CLAUSE.

This agreement of lease, made at — this — day of —, A. D. 19—, by and between The — Company, a corporation duly organized under the laws of Ohio, lessor, and C. D. of

—, lessee, witnesseth: that said lessor does hereby demise, let and lease unto said lessee the following described premises situated in the city of —, county of — and State of Ohio, and described as follows: the storeroom on the ground floor of the building known as the — building, with so much of the basement thereunder as is now partitioned off and connected with the stairs from said storeroom: said storeroom being known also as No. —, — Street.

To have and to hold the same for the term of — years commencing on the — day of —, 19—, and ending on the — day of —, 19—. Yielding and paying therefor the yearly rent of — dollars (\$—) in equal monthly instalments of — dollars (\$—) each, on the first day of each and every month, in advance, during said term; all rent payable at the office of said lessor in said city of —.

**Covenants
of lessee.**

And said lessee for himself, his executors, administrators and assigns, hereby covenants and agrees to and with said lessor, its successors and assigns:

- (a) that he will pay said rent at the times and place and in the manner aforesaid;
- (b) that he will pay said lessor for all electric current furnished by said lessor at the rate customarily charged for the same; and that he will furnish all lamps, carbons and other materials needed therefor;
- (c) that all furniture and fixtures which may be placed in said premises shall be subject to the approval of said lessor, and shall be of a style, design and finish to harmonize with the interior woodwork and decorations of said storeroom;
- (d) that no gasoline or other substances or materials which may increase the danger of fire, or increase the premiums for insurance on said building, or which will emit or cause disagreeable or unpleasant odors, shall be kept or used on said premises;
- (e) that all awnings placed on said premises shall be subject to the approval of said lessor;
- (f) that he will use and occupy said premises in a careful, safe and proper manner;
- (g) that he will not commit or suffer any waste therein;
- (h) that he will not use or occupy said premises for any un-

lawful purpose and that he will conform to and obey all laws of the State of Ohio and all ordinances of the city of — respecting said premises and the use and occupation thereof;

- (i) that he will not sell, or permit to be sold, on said premises during said term, spiritous, vinous, malt or any intoxicating liquor, without the consent of said lessor;
- (j) that he will not assign this lease, nor underlet said premises, nor any part thereof, without the written consent of said lessor;
- (k) that he will not use or occupy said premises, or permit the same to be used or occupied, for any purpose or business deemed extra-hazardous on account of fire or otherwise;
- (l) that he will make no alterations or additions in or to said premises without the written consent of said lessor;
- (m) that he will permit said lessor, by its agents, to enter upon said premises, at all reasonable times, to examine the condition of the same;
- (n) that he will surrender and deliver up said premises, at the end of said term, in as good order and condition as the same now are, or may be put by said lessor, reasonable use and natural wear and tear thereof, and damage by fire, or other avoidable casualty, excepted.

Provided however, that if said rent, or any part thereof, shall at any time be in arrear and unpaid, and without any demand being made therefor, or if said lessee, or his assigns, shall fail to keep and perform any of the covenants, agreements or conditions of this lease on his part to be performed, or if said lessee shall be adjudged a bankrupt, or shall make an assignment for the benefit of creditors, or if the interest of the lessee therein shall be sold under execution or other legal process, said lessor, its successors or assigns, may enter in and upon said premises and again have, repossess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of said lessor to be kept and performed shall cease, determine and be utterly void; without prejudice, however, to the right of the lessor to recover from said lessee, or assigns, all rent due up to the time of such entry.) In case of any such default and entry by said lessor, said lessor may re-let said premises for the remainder of said term

Forfeiture.

for the highest rent obtainable, and may recover from said lessee any deficiency between the amount so obtained and the amount of rent hereinbefore reserved.

Covenants of lessor. And said lessor for itself, its successors and assigns, hereby covenants and agrees with said lessee, his executors and administrators, that said lessor will furnish steam heat and water for said premises without additional charge therefor, and that it will furnish electric current to said lessee at the rate customarily charged therefor by the — Electric Light Company of — Ohio; and that it will furnish the fixtures for electric lighting, not including lamps or carbons; and that, said lessee paying the rents and performing the covenants of this lease on his part to be performed, said lessee shall quietly occupy and enjoy said premises, during said term, without any let, hindrance or molestation by any persons whatsoever; and that, at the expiration of said term, said lessee may remove all the trade fixtures of said lessee which can be removed without injury to, or defacement of, said premises.

Chattel mortgage clause. And said lessee does hereby bargain, sell and convey to said lessor all the furniture, counters, show cases, shelving and other fixtures of said lessee which may be placed on said premises, as security for the rent hereinbefore specified to be paid, with full power and authority to said lessor, if any instalment or instalments of rent shall be and remain unpaid for — days or more after the same is due as hereinbefore specified, to enter upon said premises and take possession of said personal property and sell the same at public or private sale, and out of the proceeds to deduct all rents due, and the costs of such taking possession and sale, rendering the overplus, if any, to said lessee.

In witness whereof said The — Company has caused its corporate seal to be affixed and its corporate name to be signed by its president and said C. D. has signed his name to duplicates hereof the day and year first above written.

Signed and acknowledged
in presence of

The — Company.
By —, President.

— [corporate seal.]

C. D.

NOTE.

To render the chattel mortgage clause effective, an affidavit must be made by the lessor, his agent or attorney, on the lease; and the lease, or a copy, must be filed as a chattel mortgage.

For such affidavit see form No. 370.

No. 617.**LEASE OF STOREROOM, ANOTHER FORM.**

This instrument of lease made this — day of —, nineteen hundred and —, between The A. B. Building Company, a corporation duly organized under the laws of Ohio, hereinafter called the lessor, which term shall include its successors and assigns where the context so admits, of the one part; and The C. D. Company, a corporation duly organized under the laws of Ohio, hereinafter called the lessee, which term shall include its successors and assigns where the context so admits, of the other part, witnesseth: that in consideration of the rents and covenants herein reserved and contained on the part of the lessee to be paid, performed and observed, the lessor does hereby demise, let and lease unto the lessee, the west store on the ground floor, together with the connected basement as now arranged thereunder; of the building known as The A. B. Building, situated on — Street in the city of —, in the county of — and State of Ohio; the lessor also supplying the same with water, heat and electric light at all reasonable times by means of pipes, radiators and appliances now placed therein: the lessor also supplying power for elevators and ventilation.

Habendum. To have and to hold said premises unto the lessee for the term of — years beginning with the — day of — in the year nineteen hundred and —.

Rent. Yielding and paying therefor the annual rent of — dollars (\$—) in equal monthly payments of dollars (\$—) each, payable on the first day of each and every month, from the commencement of said term until the — day of — nineteen hundred and —: and thereafter the annual rent of — dollars (\$—) in equal monthly payments of — dollars (\$—) each, payable on the first day of each and every month until the expiration of the term aforesaid: all of said rent being payable at the office of said lessor in said city of —.

**Covenants
of lessee.**

And the lessee does hereby covenant and agree with the lessor that the lessee, during the term of this lease, and for such further time as it, or any person or persons claiming under it, shall hold the said premises or any part thereof, will pay unto the lessor the said rent at the time and in the manner aforesaid, no additional charge being made by the lessor for water, steam heat, electric light, or for use of elevators or ventilators; that said lessee will keep all and singular the said premises in such order, condition and repair as the same now are, or may be put by said lessor, damage by fire or other unavoidable casualty and natural wear and tear only excepted; that said lessee will make good any damage caused by its misuse or negligence in the use of water, steam or electric lights or power, or of the pipes and fixtures therefor; that it will use and occupy said premises only for the business of —, and for no other purpose or business whatever; that no intoxicating liquor shall be sold in said premises; that no hole or holes shall be made or drilled in the interior walls, stone or brickwork of said building; that at the expiration of said term said lessee will remove its goods, chattels and effects and those of all persons claiming under it and will peaceably yield up to the lessor the said premises, and all additions or erections made to or upon the same in good repair, order and condition in all respects, damage by fire and natural wear and tear and other unavoidable casualty excepted, and that in case of any misuse of the premises or default in the performance of the covenants hereof, the lessee will hold the lessor harmless and indemnified against any injury, loss or damage resulting therefrom to any person or property in the said building; that during the said term and such further time as said lessee shall occupy said premises, the said premises shall not be overloaded, damaged or defaced, nor shall any trade or occupation be conducted or carried on upon said premises, or use made thereof, which shall be unlawful, improper, noisy or offensive or contrary to any law of the State of Ohio, or any ordinance of said city of —, or injurious to any person or property; and that the lessee will conform to and obey, in the use and occupation of said premises, all rules, regulations, ordinances and laws prescribed by lawful authority; that said lessee will not use, or permit to be used, said premises, or any part thereof, as sleeping or lodging rooms, nor shall any cooking be allowed thereon: that

no act or thing shall be done upon said premises which may invalidate, or make void or voidable, any insurance on said premises or said building against fire, or which may necessitate the payment of increased or extra premiums for any such insurance; that no addition or alteration shall be made to or upon said premises without the written consent of the lessor; that all property of any kind that may be upon said premises shall be at the sole risk of the lessee; that the lessor, or its agents, watchman or janitors, may at all reasonable times enter on said premises to view the condition of the same; that said lessor may remove any placards or signs placed on said premises by said lessee which, in the opinion of said lessor, are objectionable; that said lessor may, if it so elect, make repairs and alterations in said premises, provided however, that no such alterations shall be made on a large scale, or which will seriously interfere with the business of said lessee, without the written consent of said lessee; and that any notice from the lessor to the lessee relating to said premises, or to the occupancy thereof, shall be deemed duly served if left on said premises addressed to said lessee.

**On destruction
or injury to
premises, lease
to terminate.**

Provided always, that in case the said premises, or any part thereof, or the whole or any part of the building of which they are a part, shall be appropriated and taken for any street or public use, or shall be destroyed or damaged by fire or other unavoidable casualty, so as to be unfit for occupancy after the execution hereof and before the expiration of the said term, then and during such time, while so taken or so unfit for occupancy, the rent shall be abated during such period, and in case said premises are thereby rendered permanently unfit for occupancy, then the lessee may, at its option, terminate this lease, and surrender said premises; provided however, that in case said premises shall before the expiration of the said term, be repaired or rebuilt, then, upon the completion of said repairs or rebuilding, the said lessee shall have the option to lease said premises for a term not longer than that then remaining under the provisions of this lease hereinbefore set forth, and upon the rent above specified, and that, notwithstanding any election hereunder.

Forfeiture.

Provided also, and these presents are upon the condition that, if the lessee shall fail or neglect to perform or observe any of the covenants contained in this lease on

its part to be performed and observed, then and in any of such cases (notwithstanding any license or any former breach of covenant or waiver of the benefit of this provision, or of any consent in a former instance) the lessor lawfully may, immediately, or at any time thereafter, and without demand or notice, enter into and upon said premises, or any part thereof in the name of the whole, and repossess the same as of its former estate and expel the lessee and all persons claiming under it, and remove its or their property and effects, without being guilty of trespass, and without prejudice to any remedies which might otherwise be available for arrears of rent or breach of covenant; and upon entry as aforesaid this lease shall cease and determine, and in case of such termination said lessee hereby covenants that it will indemnify and save harmless the lessor against all loss of rent and other payments which it may incur by reason of such termination during the residue of said term.

In witness whereof said The A. B. Building Company has caused its corporate seal to be affixed and its corporate name to be signed by its president, and The C. D. Company has caused its corporate seal to be affixed and its corporate name to be signed by its president, to duplicates hereof, the day and year first above written.

Signed, sealed and acknowledged
in presence of

—
—

[SEAL] The A. B. Building Company.
By — President.

[SEAL] The C. D. Company.
By — President.

Certificates of acknowledgment, form No. 3.

No. 618.

LEASE OF SPACE IN A DEPARTMENT STORE.

This agreement made and concluded at — Ohio this — day of —, A. D. 19—, by and between The A. B. Company, a corporation duly organized under the laws of Ohio, hereinafter called the lessor, and C. D. of —, hereinafter called the lessee; witnesseth: that said lessor hereby sub-lets and leases unto said lessee space on the — story of the building located at

number —, — street in the city of —, Ohio, occupied by said lessor as a department store, as follows:

(description of space, aisles, windows, etc.)

Also front show window space, as follows: —.

Habendum. To have and to hold the above described space for a term of — () years, commencing on the — day of —, A. D. 19—, and ending on the — day of —, A. D. 19—.

Covenants of lessee. Said lessee does hereby covenant and agree with said lessor, its successors and assigns, as follows:

- (a) that he will use and occupy the space hereinbefore described as and for a retail (cloak and suit, etc.) department of said store, which shall include the vending and sale of (classes of articles to be sold); and that he will not use or occupy said space for any other purpose or business whatsoever;
- (b) that he will furnish, at his own expense, all fixtures, counters, show cases, and shelving used or placed in said space, and that all of the same shall conform to the fixtures, counters, show cases and shelving now in use in the other departments on said — story of said building;
- (c) that he will conduct said department and make all sales and transact all business, except the purchase of goods, in the name of said lessor;
- (d) that all employes of said lessee shall be subject to the rules and regulations heretofore or hereafter prescribed by said lessor for the government of its employes;
- (e) that he will pay all taxes that may be assessed or levied by lawful authority on the personal property of said lessee in said building; and, if all of the personal property in said building be assessed for taxation by lawful authority as a whole as the property of said lessor, that said lessee shall pay such a proportion of the taxes assessed thereon, as the value of the personal property of said lessee in said building shall bear to the value of all the personal property in said building so assessed for taxation;
- (f) that he will pay all insurance premiums and all expenses of conducting said department excepting steam heat, electric light, cashier, delivery, janitor and elevator service;
- (g) that he will expend at least \$— in each year during said

term in advertising said department in such newspapers of said city of —, and in such other advertising mediums, as may be designated by said lessor; said advertising to be wholly under the management and control, and in the name, of said lessor;

- (h) that he will not assign this lease nor under-let said premises, nor any part thereof, without the written consent of said lessor;
- (i) that he will pay to said lessor as rent a sum equal to ten per cent. of all the gross sales made in said — department during said term; and in case, in any one year during said term, said sum or percentage of gross sales shall be less than the sum of — dollars (\$—) said lessee hereby agrees to pay any deficiency thereof, it being the intent of this agreement that the minimum yearly rent to be paid by said lessee for said space shall be said sum of — dollars (\$—);
- (j) that he will not purchase any goods or property, or incur debts of any nature whatever, on the credit of said lessor.

**Covenants
of lessor.**

Said lessor, for itself and its successors and assigns, hereby covenants and agrees to and with said lessee, as follows:

- (a) that it will not vend or sell, or permit to be vended or sold, in any part of said building other than the space hereinbefore described, any goods, wares and merchandise of the kind and character to be vended and sold by said lessee in said space;
- (b) that it will furnish said lessee with steam heat, electric light, janitor and elevator service; and that it will deliver within the city of — through its regular delivery service and system and at its regular delivery hours, and not otherwise, the goods sold by said lessee in said department;
- (c) that said lessee may remove the fixtures, counters, show cases and shelving placed in said space by said lessee, at the expiration of said term, provided the same can be removed without injury to said building and provided all the covenants and agreements contained in this lease, on the part of said lessee to be kept or performed, shall have been kept and performed by said lessee.

It is mutually covenanted and agreed by and between the said lessor and lessee as follows:

Mutual covenants.

- (a) that all moneys and proceeds of all sales made by said lessee in said department shall be immediately paid to the cashier of said lessor, through the cash carrier system of said lessor; that an accounting and settlement shall be made by and between said lessor and lessee at the end of each and every week during said term; that said lessor shall first deduct its said rent, to-wit: a sum equal to ten per cent. of the gross receipts, and shall also pay all clerks and employes of said lessee, and all other incidental expenses of conducting said department, and pay the balance to said lessee. If, at any such weekly settlement, the amounts so to be deducted and paid by said lessor shall exceed the gross receipts of such week, the lessee hereby agrees to immediately pay the deficiency in cash. At the end of each and every year during said term an accounting shall be had by and between said lessor and said lessee, and if the rent of ten per cent. of all gross sales during the year then ended shall amount to less than said minimum rent of — dollars (\$—) said lessee shall thereupon pay the deficiency in cash;
- (b) that said lessee is not authorized to buy any goods in the name of said lessor, or to incur debts of any character on the credit of said lessor.

It is further mutually covenanted and agreed by and between said lessor and said lessee that in case either party hereto shall violate, or make default in the performance of, any covenant or agreement of this lease on its or his part to be kept and performed, and such violation or default shall continue for a period of ten days after due notice thereof given by the other party hereto, then such other party may, at its or his option, rescind, annul and avoid this lease, and thereupon the same shall, as to anything to be performed or done by such other party, cease, determine and be utterly void; and in case such violation, or default in the performance, of any of the covenants and agreements of this lease on the part of the lessee to be performed, be made by said lessee, said lessor may thereupon enter upon and repossess and enjoy said spaces the same as if this lease had not been made.

Forfeiture clause.

In witness whereof said lessor has caused its corporate seal to be affixed and its corporate name to be signed by its president and said lessee has hereunto set his hand to duplicates hereof the day and year first above written.

Signed and acknowledged

in presence of

—
—

The A. B. Company,

By — President.

(Corporate seal.)

C. D.

Certificates of acknowledgment, forms No. 3 and No. 1.

No. 619.

LEASE OF SUITE IN OFFICE BUILDING.

This instrument of lease executed at —, Ohio, this — day of —, A. D. 19—, by and between The A. B. Building Company, a corporation duly organized under the laws of the State of Ohio, lessor, and C. D., lessee, witnesseth: that said lessor, in consideration of the rents and covenants hereinafter stipulated to be paid and performed by said lessee, does hereby demise, let and lease unto said lessee suite number — on the — story of the building known as The — Building, situated on — Avenue in the City of —, County of — and State of Ohio to be used and occupied by said C. D. as a — and for no other purpose, for the term of — years commencing on the — day of —, A. D. 19—, and ending on the — day of —, A. D. 19—, for the yearly rent of — dollars (\$—) payable in equal monthly instalments of — dollars (\$—) each, on the first day of each and every month during said term, at the office of said lessor in the city of —, Ohio, or such other place in said city as the lessor may direct.

**Covenants
of lessee.**

And said lessee does hereby covenant and agree with said lessor, its successors and assigns, to pay said rent at the times and place and in the manner aforesaid; to use and occupy said premises in a careful, safe and proper manner: to not assign this lease nor underlet said premises, or any part thereof, without the written consent of said lessor; to not

use said premises, or permit the same to be used, for any purpose other than as above stipulated; to not make any alterations in said premises without the written consent of said lessor; that all additions, fixtures and improvements which may be made or placed by said lessee in said premises, except movable furniture, shall be the property of said lessor, and shall remain upon and be surrendered with said premises as a part thereof, at the expiration of said term; and further that said lessor shall not be liable for any damage to said personal property, or to said lessee, occasioned by any acts or neglect of other tenants or occupants of said building, or any other persons.

Provision for forfeiture. Provided however, that if said rent, or any part thereof, shall at any time be in arrear and unpaid, and without any demand therefor, or if said lessee shall fail to keep and perform any of the covenants, agreements or conditions of this lease on his part to be kept and performed, it shall be lawful for said lessor, its successors or assigns, to enter into said premises, and again have, repossess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of said lessor to be done and performed shall cease, determine, and be utterly void; without prejudice, however, to the right of the lessor to recover from the lessee all rent due up to the time of such entry. In case of such default and entry by said lessor, said lessor may re-let said premises for the remainder of said term for the highest rent obtainable, and may recover any deficiency from said lessee.

Provision for termination of lease if building be destroyed or injured by fire. And provided further, that in case said premises, without any fault or neglect of said lessee, shall be so injured by the elements, or other cause, as to be unfit for occupancy, then, in case said premises shall not be repaired by the lessor within thirty days thereafter, it shall be optional with either party hereto to cancel this lease, and, in case of any such cancellation, the rent shall be paid to the date of such fire.

Covenants of lessor. And said lessor, for itself and its successors and assigns, hereby covenants and agrees to and with said lessee that said lessee shall peaceably and quietly possess and enjoy said premises during said term, provided said lessee

shall pay said rent and shall keep and perform all the covenants and agreements of this lease on his part to be performed; and further, that said lessor will furnish said lessee with janitor service, electric light, water and steam heat, subject to the covenants and agreements herein contained and subject to reasonable rules and regulations to be prescribed by said lessor.

**Mutual
covenants.**

It is mutually covenanted and agreed by and between said lessor and said lessee, as follows:

1. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of said building, except on the glass of the doors and windows of the room leased, and on the directory board, and then only of such color, size, style and material as shall be first specified by the lessor, in writing, endorsed on this lease. No show cases shall be placed in front of said building by lessee, without the written consent of lessor endorsed on this lease. The lessor reserves the right to remove all other signs and show cases without notice to the lessee, at the expense of the lessee. At the expiration of the term, said lessee shall remove all his signs from such windows and doors.

2. No alterations, additions or fixtures of any kind shall be made to the premises without the consent of the lessor first had and obtained by endorsement on this lease; all such additions or fixtures shall, on the expiration of the term of this lease, remain and be made the property of lessor, unless otherwise agreed in writing by endorsement on this lease.

3. Lessee shall not put up or operate any steam engine, boiler, machinery or stove upon the premises, or carry on any mechanical business on said premises, or use oil, burning fluids, camphene or kerosene for heating, warming or lighting or anything, except gas or incandescent electric lights and only of such company or companies as may be supplying the building, for illuminating said premises, without the written consent of the lessor first had and endorsed on this lease. No articles deemed extra-hazardous on account of fire and no explosives shall be brought into said premises.

4. No additional locks shall be placed upon any doors of said rooms without the written consent of the lessor first had and endorsed upon this lease; and the lessee will not permit any

duplicate keys to be made (all necessary keys being furnished by the lessor), and upon the termination of this lease said lessee will surrender all keys of the premises and building and give to said lessor, or its officers or agent, the explanation of the combination of all locks on the doors of the vaults.

5. All safes shall be carried up or into the premises at such times and in such manner as shall be specified by the lessor; the lessor shall in all cases retain the power to prescribe the proper position of such safes, and any damage done to the building by taking in or removing a safe, or from overloading the floor with any safe, shall be paid by the tenant causing it. Furniture, boxes or other bulky articles belonging to tenants shall be carried by the freight elevator of the said building at hours prescribed by lessor; packages which can be carried by one person and not exceeding fifty pounds in weight may, however, be carried by the passenger elevator at such times as may be allowed by the elevator conductor.

6. All janitor work and caring for the leased premises mentioned herein shall be done by the janitor of the building, and no person or persons, other than the janitor of the building, shall be employed by lessee for the purpose of cleaning or taking charge of such premises, without the written consent of lessor first had and endorsed upon this lease. Any person or persons so employed by lessee (with the written consent of the lessor) must be subject to and under the control and direction of the janitor of the building in all things in the building and outside of said leased premises. The janitor of said building shall at all times keep a pass-key and be allowed admittance to said leased premises, to cover any emergency of fire that may arise, and to enable him to make examination of said premises from time to time.

7. The lessor, by its officers or agent, shall have the right to enter the premises to examine the same, or to make such repairs, alterations and additions as he or they shall deem necessary for the safety, preservation and improvement of the said premises or building; and the lessor, by its officers or agent, may place on the windows and bulletin boards of said premises a notice "to rent," for one month prior to the termination of this lease.

8. The premises leased shall not be used for the purpose of

lodging or sleeping rooms, or for any immoral or illegal purpose.

9. The rent of an office shall include occupancy of office, running water in stationary bowls, electric light when necessary, steam heat and elevator service; but lessor shall not be liable for any damages from the stoppage of the elevators for necessary or desirable repairs or improvements.

10. If lessee desires telegraphic or telephonic connections, the lessor will direct the electricians as to where and how the wires are to be introduced, and without such written directions endorsed on this lease, no boring or cutting for wires shall be done.

11. If lessee desires awnings or shades over and outside of the windows, to be erected at the lessor's expense, they must be of such shape, color, material and make as may be prescribed by the lessor in writing on this lease.

12. The lessor reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needful for the safety, care and cleanliness of the premises, and for the preservation of good order therein.

13. It is understood and agreed between the lessee and the lessor, that no assent or consent to changes in or waiver of any part of this lease in spirit, or letter, shall be deemed or taken as made, except the same be done in writing and endorsed hereon by the lessor.

14. The lessor reserves the right to enter upon any premises vacated by the lessee before the termination of lease to make repairs and alterations.

In witness whereof The A. B. Building Company has affixed its corporate seal and caused its name to be signed to duplicates hereof by its president, and said C. D. has set his hand to duplicates hereof, the day and year first above written.

Signed and acknowledged

in presence of

—
—

The A. B. Building Company.

By — President.

[Corporate seal.]

C. D.

Certificates of acknowledgment, forms No. 3 and No. 1.

No. 620.

LEASE OF BUSINESS BLOCK.

This instrument of lease, made this — day of —, 19—, between A. B. of —, the lessor, and C. D. of —, the lessee, witnesseth: that said lessor does hereby demise, let and lease unto said lessee, his executors, administrators and assigns, the following described premises situated in the city of —, county of —, and State of Ohio, and

(description of premises).

To have and to hold the same, with the appurtenances thereunto belonging, for the term of — years, beginning on the — day of —, 19—, and ending on the — day of —, 19—.

Yielding and paying therefor, during the term aforesaid, the yearly rent of — dollars (\$—) payable in equal monthly instalments of — dollars (\$—), each on the — day of each and every month in advance, all rent payable at —.

And said lessee for himself, and his administrators, executors and assigns, does hereby covenant and agree with said lessor, his heirs and assigns:

**Covenants
of lessee.**

- (a) that he will pay said rent at the times and place and in the manner aforesaid;
- (b) that he will pay all charges and bills for water, gas and electric current which may be assessed or charged against the occupant of said premises during said term or any extension thereof;
- (c) that he will make all repairs in the interior of the building on said premises and that he will indemnify and save harmless said lessor from and against all liens, claims or damages by reason of any repairs or improvements which may be made by said lessee on said premises;
- (d) that he will use and occupy said premises in a careful, safe and proper manner, and will carefully conduct and guard all fires that may be conducted therein;
- (e) that he will not commit or suffer any waste therein;
- (f) that he will fully comply with and obey all laws, ordinances, rules, regulations and requirements of all regularly constituted authorities in any way affecting said premises, or the use thereof, or this lease;

- (g) that he will not use or occupy said premises for any unlawful purpose ;
- (h) that he will not sell, or permit to be sold, on said premises during said term, spiritous, vinous, malt or any intoxicating liquor, without the written consent of said lessor ;
(if liquor is to be sold, omit the foregoing covenant, and add ;
- (h) that if liquor be sold on said premises during said term, the business shall be conducted strictly according to law ;)
- (i) that he will not assign this lease, nor underlet said premises, nor any part thereof, without the written consent of said lessor ;
- (j) that he will not use or occupy said premises, or permit the same to be used or occupied, for any purpose or business deemed extra-hazardous on account of fire or otherwise ;
- (k) that he will make no change in the construction of the building on said premises without the written consent of the lessor ;
- (l) that he will permit said lessor, or his agents, to enter upon said premises at all reasonable times, to examine the condition of the same ;
- (m) that he will surrender and deliver up said premises, at the end of said term, in as good order and condition as the same now are, or may be put by the lessor, reasonable use and natural wear and tear, or unavoidable casualty, excepted.

Provided however, that if said rent, or any part thereof, shall at any time be in arrear and unpaid, and without any demand

Provision for forfeiture. being made therefor, or if said lessee, or his assigns, shall fail to keep and perform any of the covenants, agreements or conditions of this lease on his part to be kept and performed, or if said lessee shall be adjudged a bankrupt, or shall make an assignment for creditors, or if the interest of the lessee therein shall be sold under execution or other legal process, it shall be lawful for said lessor, his heirs or assigns, to enter into said premises, and again have, re-possess and enjoy the same, as if this lease had not been made, and thereupon this lease, and everything herein contained on

the part of said lessor to be done and performed, shall cease, determine and be utterly void; without prejudice, however, to the right of the lessor to recover from said lessee, or assigns, all rent due up to the time of such entry. In case of any such default and entry by said lessor, said lessor may re-let said premises for the remainder of said term for the highest rent obtainable and may recover from said lessee any deficiency between the amount obtained and the rent hereinbefore reserved.

And provided further, that in case the building on said premises, without any fault or neglect of lessee, shall be destroyed by the elements or other cause, said lessee may thereupon surrender possession of said premises to said lessor and thereupon this lease shall cease, determine and be utterly void.

But in case of partial destruction of said building, said lessor shall at once proceed to make the repairs necessary to put the building in its former condition and this lease shall not terminate, but, during the time in which such repairs are being made, no rent shall be payable, except for such parts of said premises as may be then used and occupied by said lessee.

And said lessor, for himself and for his heirs, executors, administrators and assigns, hereby covenants and agrees with said lessee, his executors and administrators;

- (a) that, said lessee paying the rents, and keeping and performing the covenants of this lease on his part to be kept and performed, said lessee shall peaceably and quietly hold, occupy and enjoy said premises, during said term, without any let, hindrance or molestation by any person whatsoever;
- (b) that said lessor will make all repairs to the roof and exterior walls of the building on said premises.

It is mutually covenanted and agreed by and between said lessor and said lessee, (a) that as security for the rents to be paid and the covenants to be performed by said lessee, or assigns, a lien is hereby reserved upon the premises hereby leased, and the interest of said lessee and assigns therein, in favor of said lessor, his heirs and assigns, prior and superior to all other liens whatsoever thereupon;

- (b) that at the expiration of the term of this lease, by lim-

Lease to terminate on destruction of premises by fire.

Covenants of lessor.

Mutual covenants.

itation, said lessee may remove all of the trade fixtures of said lessee which can be removed without injury to, or defacement of, said premises.

In witness whereof, the said lessor and lessee have hereunto set their hands to duplicates hereof the day and year first above written.

Signed and acknowledged
in presence of

A. B.
C. D.

—
—

Certificate of acknowledgment, form No. 1.

No. 621.

LEASE OF FARM.

This agreement of lease, made this — day of —, A. D. 19—, by and between A. B. of —, lessor, and C. D. of —, lessee, witnesseth: that said lessor does hereby demise, let and lease unto said lessee, his executors, administrators and assigns, the following described farm property, situated in the township of —, county of —, and State of Ohio, and known as

(description of premises).

To have and to hold the same, with the appurtenances thereunto belonging, unto said lessee, his executors, administrators and assigns, for and during the term of — years, commencing on the — day of —, A. D. 19—, and ending on the — day of —, 19—, on the following terms and conditions, to-wit:

Covenants of lessee. Said lessee, for himself, his executors, administrators and assigns, does hereby covenant and agree with said lessor, his heirs and assigns, as follows: .

- (a) that he will pay to said lessor, his heirs or assigns at — in the — of —, Ohio, the yearly rent of — dollars (\$—) payable in equal semi-annual instalments of — dollars (\$—) each, on the first days of January and July of each year, beginning —, 19—:

- (b) that he will cultivate, manure and manage said farm and premises in a husbandlike manner according to the most approved course of husbandry; and that he will not plow up any land now in meadow or pasture without the written consent of the said lessor;
- (c) that he will sow all clover and timothy seed that may be necessary and proper to keep said land from deteriorating and becoming less productive;
- (d) that he will consume on said premises all the hay, straw and fodder produced thereon, and that he will properly distribute and spread on said premises all manure and compost produced thereon;
- (e) that he will not cut any timber on said premises, except for use in repairing fences thereon;
- (f) that he will not injure the roots of any trees growing in any fields, or near any fence, on said premises, but in plowing will leave a space around said trees sufficient for their protection;
- (g) that he will use and occupy said premises in a careful, safe and proper manner, and will carefully conduct and guard all fires that may be conducted thereon;
- (h) that he will not commit or suffer any waste thereon;
- (i) that he will not use or occupy said premises for any unlawful purpose;
- (j) that he will not sell, or permit to be sold, on said premises during said term, spiritous, vinous, malt or any intoxicating liquor, without the written consent of said lessor;
- (k) that he will not assign this lease, nor underlet said premises nor any part thereof, without the written consent of said lessor;
- (l) that he will make no alterations or additions in or to said premises without the written consent of said lessor;
- (m) that he will permit said lessor, or his agents, to enter upon said premises at all reasonable times to examine the condition thereof;
- (n) that he will surrender and deliver up said premises at the end of said term, in as good order and condition as the same now are, or may be put by said lessor, reasonable use and ordinary wear and tear thereof, and damage by

fire, or other unavoidable casualty, only, excepted; and that he will leave on said premises all unspent hay, straw and fodder, and all manure and compost, produced thereon.

Provided however, that if said rent, or any part thereof, shall at any time be in arrear and unpaid, and without any demand being made therefor, or if said lessee, or his assigns, shall fail to keep and perform any of the covenants, agreements or conditions of this lease on his part to be kept and performed, said lessor, his heirs or assigns, may enter into said premises and have, repossess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of said lessor to be done and performed shall cease, determine and be utterly void; without prejudice, however, to the right of the lessor to recover from said lessee, or assigns, all rent due up to the time of such entry. In case of any such default and entry by said lessor, said lessor may re-let said premises for the remainder of said term for the highest rent obtainable, and may recover any deficiency from said lessee.

In case of such default and entry by the lessor, all improvements made and placed upon said premises shall be left upon said premises and become the property of said lessor.

Covenant by lessor. And said lessor, for himself and his heirs and assigns, hereby covenants and agrees with said lessee, his executors and administrators, that, said lessee paying the rents, and keeping and performing the covenants of this lease on his part to be kept and performed, said lessee shall peaceably and quietly hold, occupy and enjoy said premises during said term.

Mutual covenants. It is mutually covenanted and agreed by and between said lessor and said lessee, that said lessee shall do all the work in making the ordinary repairs to the fences on said premises, and that said lessor shall furnish the nails and wire therefor; provided however, all accommodation fences shall be constructed at the sole expense of said lessee, and that all other repairs shall be made by the said lessee.

It is further agreed that if said lessee shall pay the rent and perform all the covenants and agreements of this lease on his part to be performed, said lessee may, at the end of said term, remove

the improvements which have been made and placed on said premises by said lessee.

In witness whereof, the said lessor and lessee have hereunto set their hands to duplicates hereof the day and year first above written.

Signed and acknowledged

in presence of

—

—

A. B.

C. D.

Certificate of acknowledgment, form No. 1.

No. 622.

LEASE OF FARM WITH STOCK AND IMPLEMENTS, ON SHARES.

(Cropping lease.)

This agreement, made this — day of —, A. D. 19—, by and between A. B. of —, lessor, and C. D. of —, lessee, witnesseth: that said lessor does hereby demise, let and lease unto the said lessee, the following described farm property, situated in the township of —, county of —, and State of Ohio, and known as

(description of premises).

with the appurtenances thereunto belonging, and also, all the farm implements and tools, and all the horses, cattle and other stock now on said premises, to-wit:

(list of stock and implements)

for and during the term of — years, beginning —, 19—, and ending —, 19—, upon the following terms and conditions, to-wit:

**Covenants
of lessee.**

Said lessee, for himself, his executors and administrators, does hereby covenant and agree with said lessor, his heirs and assigns, as follows, to-wit:

- (a) that he will till, cultivate, manure and manage said farm and premises in a husbandlike manner, according to the most approved course of husbandry;
- (b) that he will not plow up any land now in meadow or pasture without the written consent of the said lessor; that he will sow all clover and timothy seed that may be necessary and proper to keep said land from deteriorating and becoming less productive;

- (c) that he will consume on said premises all the hay, straw and fodder produced thereon, and will properly distribute and spread on said premises all manure and compost produced thereon;
- (d) that he will not cut any timber on said premises, except for use in repairing fences thereon;
- (e) that he will not injure the roots of any trees growing in any field or near any fence, on said premises, but in plowing will leave a space around said trees suitable for their protection;
- (f) that he will use and occupy said premises in a careful, safe and proper manner, and that he will carefully conduct and guard all fires that may be conducted therein;
- (g) that he will not commit or suffer any waste thereon;
- (h) that he will not use or occupy said premises for any unlawful purpose;
- (i) that he will not sell, or permit to be sold, on said premises during said term, spiritous, vinous, malt or any intoxicating liquor, without the written consent of said lessor;
- (j) that he will not assign this lease, nor underlet said premises, nor any part thereof, without the written consent of said lessor;
- (k) that he will make no alterations or additions in or to said premises without the written consent of said lessor;
- (l) that he will permit said lessor, or his agents, to enter upon said premises at all reasonable times to examine the condition thereof;
- (m) that he will carefully use, keep, tend, feed, and care for, all cattle, horses, poultry, pigs and other stock on said premises; keep all the horses well shod, and all implements, harness, wagons, dairy utensils, etc., in good repair, at his expense;
- (n) that he will harvest all the crops, and thresh all grain;
- (o) that he will deliver to said lessor, his heirs or assigns, — (percentage of crops, as "two-thirds") of all the crops and grain produced on said premises, either on said premises, or at the railway depot at —, Ohio, as said lessor may elect, within — days after the crop shall have been harvested, or the grain shall have been threshed;
- (p) that he will surrender and deliver up said premises, and

said implements, tools, horses, cattle and other stock, at the end of said term in as good order and condition as the same now are, reasonable use and ordinary wear and tear thereof, and damage by fire or other unavoidable casualty, excepted; and that he will leave on said premises all unspent hay, straw and fodder, and all manure and compost produced thereon.

**Forfeiture
clause.**

Provided however, that if said lessee, or his executors, administrators or assigns, shall fail to keep and perform any of the covenants, agreements and conditions of this lease on his part to be kept and performed, or shall fail to deliver the share of the crops and grain aforesaid to said lessor, his heirs or assigns, said lessor, his heirs or assigns, may enter into said premises and have, repossess and enjoy the same, with all the implements, horses, cattle and other stock, as if this lease had not been made, and thereupon this lease and everything herein contained on the part of said lessor to be done and performed, shall cease, determine and be utterly void; without prejudice, however, to the right of said lessor to recover from said lessee all damages occasioned by the default of said lessee in the performance of any of the covenants of this lease on the part of said lessee to be performed; or occasioned by the negligence of said lessee, his agents or servants.

**Mutual
covenants.**

It is mutually covenanted and agreed by and between said lessor and said lessee as follows, to-wit:

- (a) that all seed necessary to be sown or planted on said premises shall be furnished — (two-thirds by said lessor, and one third by said lessee);
- (b) that the horses, cattle and other stock shall be fed from the products of said farm; but if, from shortage of crops, or other cause not due to the fault or neglect of said lessee, it becomes necessary to purchase feed, the same shall be furnished — (two-thirds by said lessor and one-third by lessee);
- (c) that said lessee shall do all the work in making ordinary repairs to the fences on said premises, and that said lessor shall furnish the wire and nails therefor, provided however, all accommodation fences shall be constructed at the sole expense of said lessee; and that all other repairs shall be made by said lessee.

In witness whereof the said lessor and lessee have hereunto set their hands to duplicates hereof the day and year first above written.

Signed and acknowledged
in presence of

A. B.
C. D.

Certificate of acknowledgment, form No. 1.

No. 623.

LEASE WITH CHATTEL MORTGAGE CLAUSE, CREATING LIEN ON PERSONAL PROPERTY OF LESSEE ON PREMISES.

(Use form No. 612 omitting the "mutual covenants" clause, and inserting the following in lieu thereof.)

And said lessee does hereby bargain, sell and convey to said lessor all the goods and chattels of said lessee which are now, or may be hereafter placed on said premises, including all
(description of articles)

as security for the rent hereinbefore specified to be paid, with full power and authority to said lessor, if any instalment or instalments of rent shall be and remain unpaid for — days or more after the same is due, as hereinbefore specified, to enter upon said premises, and take possession of said goods and chattels and sell the same at public or private sale, and out of the proceeds to deduct all rent due and the costs of such taking possession and sale, rendering the overplus, if any, to said lessee.

NOTE.

An affidavit must be made by the lessor on the foregoing lease, and the lease, or a copy, must be filed as a chattel mortgage. For form of such affidavit see form No. 370.

No. 624.

LEASE WITH CHATTEL MORTGAGE CLAUSE, ANOTHER FORM.

(Use form No. 612, omitting "mutual covenants" clause, and inserting in lieu thereof the following):

And said lessee does hereby bargain, sell, assign, transfer, convey, set over and deliver unto the said lessor, his heirs and assigns, all the goods, chattels and personal property of said lessee which are now, or may be hereafter placed, on said premises, including all

(description of articles).

Provided however, if said lessee shall promptly pay all the rent as hereinbefore specified, and shall keep and perform all the covenants and agreements in this instrument contained, on the part of said lessee to be kept and performed, then this conveyance or mortgage shall be void, otherwise to remain in full force and effect.

And said lessee hereby covenants and agrees to and with said lessor, his executors, administrators and assigns, that if default be made in the payment of said rent or any instalment thereof, or in the performance of any of the covenants herein contained on the part of said lessee to be performed, at the time limited therefor, or if said lessor, his heirs or assigns, at any time before said rent, or any instalments thereof, become due, or before the times limited for the performance of the covenants herein contained on the part of said lessee to be performed, shall deem it necessary for his more perfect and complete security, said lessor is hereby authorized and empowered to enter said premises, or such other places as the said goods and chattels may be, and take possession of the same and immediately sell the same at public or private sale, without notice, hereby granting unto said lessor the right to himself become the purchaser thereof at public sale, and out of the proceeds thereof, to retain and pay said rents, with interest and other proper charges, and to pay the expenses of said sale, including expenses incurred in taking possession and keeping said property, with reasonable attorneys' fees, and to pay any and all liens that may be thereon having priority over this mortgage, rendering the overplus, if any, to the lessee, his executors, administrators or assigns. Except as hereinbefore provided, said lessee shall remain and continue in possession of said goods and chattels and in full enjoyment of the same.

In witness whereof, the said lessor and lessee have hereunto

set their hands to duplicates hereof on the — day of —, A. D. nineteen hundred and —.

Signed and acknowledged

in presence of

—
—

—
—

Certificate of acknowledgment, form No. 1.

No. 625.

LEASE OF THEATER.

This instrument of lease, made this — day of —, 19—, between A. B. of —, the lessor, and C. D. of —, the lessee, witnesseth: that said lessor does hereby demise, let and lease unto the said lessee, his executors, administrators and assigns, the following described premises, situated in the city of —, county of —, and State of Ohio, and known as the —

Description of premises.

Theater, situate at number —, — street, including the building, fixtures, furniture, curtains, scenery and machinery, together with all appliances connected therewith, and all other appurtenances thereunto belonging:

Exceptions and reservations.

excepting and reserving to said lessor the exclusive use and control of the — proscenium box number —; and said lessee hereby grants unto said lessor for himself, the members of his family and his guests, free access to said box for all entertainments and theatrical performances which may be held in said theater during the continuance of this lease.

To have and to hold the same, with the appurtenances thereunto belonging for the term of — years, beginning on the — day of —, 19—, and ending on the — day of —, 19—.

Yielding and paying therefor, during the term aforesaid, the yearly rent of — dollars (\$—) payable in equal — (quarterly or half yearly, etc.) instalments of — dollars (\$—) each, on the — day of —, in advance, in each year, at the office of —.

Covenants of lessee.

And said lessee, for himself, and his administrators, executors and assigns, does hereby covenant and agree with said lessor, his heirs and assigns:

- (a) to present no attractions, entertainments or performances in said theater which may be objectionable to said lessor; and to permit said lessor, at any time, to examine the list of attractions, performances and entertainments proposed to be given in said theater, and upon objection made by said lessor to any such proposed attraction, entertainment or performance, the said attraction, entertainment or performance shall not be given or presented in said theater;
- (b) that no performances or entertainments of any kind shall be given in said theater on Sunday; and that said theater shall not be allowed to remain open on Sunday for any purpose whatsoever, without the written consent of said lessor;
- (c) that said lessee shall, at his own expense, make all interior repairs to said theater and appurtenances, and that he will indemnify and save harmless the lessor from and against all liens, claims or damages, by reason of any repairs or improvements which may be made by said lessee on said premises;
- (d) that said lessee will pay said rent at the times and place and in the manner aforesaid;
- (e) that said lessee will pay all bills for water, gas and electric current which may be assessed or charged against the occupant of said premises during said term or any extension thereof;
- (f) that said lessee will use and occupy said premises in a careful, safe and proper manner and that he will carefully conduct and guard all fires that may be conducted therein;
- (g) that said lessee will not commit or suffer any waste therein;
- (h) that said lessee will fully comply with and obey all the laws, ordinances, rules, regulations and requirements of all regularly constituted authorities in any way affecting said premises, or the use thereof, or this lease;
- (i) that said premises will not be used or occupied for any unlawful purpose;
- (j) that no spiritous, vinous, malt or intoxicating liquor shall be sold on said premises during said term;
- (k) that this lease shall not be assigned, nor said premises,

nor any part thereof, underlet, without the written consent of said lessor;

- (l) that no change in the construction of said theater building shall be made without the written consent of said lessor;
- (m) that said lessor, or his agents, may enter upon said premises, at all reasonable times, to examine the condition of the same;
- (n) that said lessee will surrender and deliver up said premises, at the end of said term, in as good order and condition as the same now are, or may be put by the lessor, reasonable use and natural wear and tear, or unavoidable casualty, excepted.

Provided however, that if said rent, or any part thereof, shall at any time be in arrear and unpaid, and without any demand being made therefor, or if said lessee, or his assigns, shall fail to keep and perform any of the covenants, agreements and conditions of this lease on his part to be kept and performed, or if said lessee shall be adjudged a bankrupt, or shall make an assignment for creditors, or if the interest of the lessee herein shall be sold under execution or other legal process, it shall be lawful for said lessor, his heirs or assigns, to enter into said premises, and again have, re-possess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of said lessor to be done and performed shall cease, determine and be utterly void; without prejudice, however, to the right of the lessor to recover from the lessee, or assigns, all rent due up to the time of such entry.

Provision for forfeiture.

ing made therefor, or if said lessee, or his assigns, shall fail to keep and perform any of the covenants, agreements and conditions of this lease on his part to be kept and performed, or if said lessee shall be adjudged a bankrupt, or shall make an assignment for creditors, of if the interest of the lessee herein shall be sold under execution or other legal process, it shall be lawful for said lessor, his heirs or assigns, to enter into said premises, and again have, re-possess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of said lessor to be done and performed shall cease, determine and be utterly void; without prejudice, however, to the right of the lessor to recover from the lessee, or assigns, all rent due up to the time of such entry.

Lease to terminate on destruction of premises by fire.

And provided further, that in case said theater building, without any fault or neglect of said lessee, shall be destroyed by the elements or other cause, said lessee may thereupon surrender possession of said premises to said lessor and thereupon this lease shall determine, cease and be utterly void; but

in case of partial destruction of said building, the lessor shall at once proceed to make the repairs necessary to put the building in its former condition and this lease shall not terminate, but during the time in which such repairs are being made, no rent shall be payable, except for such parts of said premises as may then be used and occupied by said lessee.

**Covenants
of lessor.**

And said lessor, for himself and for his heirs, executors, administrators and assigns, hereby covenants and agrees with said lessee, his executors and administrators;

- (a) that, said lessee paying the rents and keeping and performing the covenants of this lease on his part to be kept and performed, said lessee shall peaceably and quietly hold, occupy and enjoy said premises during said term, without any let, hindrance or molestation by any person whatsoever;
- (b) and that said lessor will make all repairs to the roof and exterior walls of said building.

**Mutual
covenants.**

It is mutually covenanted and agreed by and between said lessor and said lessee;

- (a) that as security for the rents to be paid and the covenants to be performed by said lessee, or assigns, a lien is hereby reserved upon the premises hereby leased, and the interest of said lessee and assigns therein, in favor of said lessor, his heirs and assigns, prior and superior to all other liens whatsoever thereon;
- (b) that all improvements of every kind and description, including scenery, furniture, fixtures, curtains and machinery, added to, or placed in said theater, during the term aforesaid, shall be and become the property of said lessor upon the expiration of the term of this lease.

In witness whereof the said lessor and lessee have hereunto set their hands to duplicates hereof the day and year first above written.

Signed and acknowledged
in presence of

A. B.
C. D.

Certificate of acknowledgment, form No. 1.

No. 626.

LEASE BY BREWING COMPANY TO CUSTOMER, OF SALOON PROPERTY: LESSEE TO SELL LIQUOR OF LESSOR'S MANUFACTURE, ONLY.

This instrument of lease made this — day of —. A. D. 19—, by and between The A. B. Brewing Company, a corpora-

tion duly organized and existing under the laws of Ohio, the lessor, and C. D. of —, Ohio, the lessee,

Witnesseth: that said lessor does hereby demise, let and lease unto said lessee the following described premises, to-wit:

(description of property).

To have and to hold the same, with the appurtenances, for and during the term of — years, commencing on —, A. D. 19—, and ending on —, A. D. 19—.

And said lessee does hereby covenant and agree to and with said lessor, its successors and assigns, as follows, to-wit:

**Covenants
of lessee.**

- (a) that he will pay to said lessor the yearly rent of — dollars (\$—) in equal monthly instalments of — dollars (\$—) each, in advance, on the first day of each and every month during said term, at the office of said lessor in the city of —, Ohio;
- (b) that he will pay all charges and bills for water, gas and electric current which may be assessed against the occupant of said premises during said term, or any extension thereof;
- (c) that he will use said premises in a careful, safe and proper manner, and will carefully conduct and guard all fires that may be conducted therein;
- (d) that he will not commit or suffer any waste therein;
- (e) that he will not use or occupy said premises for any unlawful purpose;
- (f) that he will conduct and carry on a saloon and restaurant in said premises for and during the term hereby created, and that he will use, vend and sell, on said premises during said term, beer, ale and porter of the manufacture of said lessor only, and that no beer, ale or porter of any other manufacture shall be used, vended or sold on said premises, or any part thereof, during said term without the written consent of said lessor;
- (g) that he will conduct said saloon business strictly according to law, and will pay the Dow tax and all other taxes, assessments or charges imposed by lawful authority thereon;
- (h) that he will not assign this lease, nor underlet said premises, nor any part thereof, without the written consent of said lessor;

- (i) that he will permit said lessor, by its officers or agents, to enter upon said premises at all reasonable times to examine the condition of the same;
- (j) that he will surrender and deliver up said premises, at the end of said term, in as good order and condition as the same now are, or may be put by said lessor, reasonable use and ordinary wear and tear thereof, and damage by fire or other unavoidable casualty excepted.

Chattel mortgage clause.

And said lessee does hereby bargain, sell and convey to said lessor, its successors and assigns, all the goods, chattels and property of said lessee which are now, or may be hereafter placed, on said premises, as security for the payment of the rent and the performance of all the covenants of this lease to be performed by said lessee, with full power and authority to said lessor, if any instalment or instalments of rent shall be and remain unpaid for ten days or more after the same is due as hereinbefore specified, or if said lessee shall make default or breach of any of the covenants and conditions of this lease on his part to be performed, to enter upon said premises and take possession of said goods, chattels and property and sell the same at public or private sale and out of the proceeds to deduct all rent due and the costs of such taking possession and sale, rendering the overplus, if any, to said lessee.

Forfeiture clause.

Provided however, that if said rent, or any part thereof, shall at any time be in arrear and unpaid, and without any demand being made therefor, or if said lessee, or his assigns, shall fail to keep and perform any of the covenants, agreements or conditions of this lease on his part to be kept and performed, it shall be lawful for said lessor, its successors or assigns, to enter into said premises, and again have, repossess and enjoy the same as if this lease had not been made and thereupon this lease, and everything herein contained on the part of said lessor to be done and performed, shall cease, determine and be utterly void;

And provided further that any waiver, on the part of said lessor, its successors or assigns, of any default or breach by said lessee of any of the covenants, agreements or conditions of this lease on his part to be kept or performed, shall not be construed to be a waiver of the rights of said lessor as to any future default or breach by said lessee of any of the covenants, agree-

ments and conditions of this lease on his part to be performed.

And provided further, that in case any buildings on said premises, or any part thereof, without any fault or neglect of said lessee, shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, said lessee may thereupon surrender possession of said premises to said lessor, and thereupon this lease shall cease, determine and be utterly void.

Lease to terminate, if building destroyed by fire.

Covenant by lessor.

And said lessor, for itself and its successors and assigns, hereby covenants and agrees to and with said lessee that it will sell and deliver to said lessee all the ale, beer and porter of a good and wholesome quality in such wholesale quantities as said lessee shall order, at a cash price which has been agreed and determined upon by a separate written instrument of even date herewith, and duly executed and delivered by both parties hereto; provided however, that in case any additional tax, levy or burden shall be imposed upon the manufacture or sale of ale, beer or porter, by any legally constituted authority, such additional tax shall be added to said price; and provided further that in case said lessee shall refuse or fail to pay for any ale, beer or porter so sold, when payment therefor is demanded by said lessor, its successor or assigns, then this covenant shall be null and void and said lessor may enter on said premises and avoid this lease.

In witness whereof said lessor has caused its corporate seal to be affixed and its corporate name to be signed hereto by its —, and said lessee has hereunto set his hand the day and year first above written.

Signed and acknowledged
in presence of

The A. B. Brewing Company.
By —.

— [Corporate seal.]

C. D.

Certificates of acknowledgment, forms No. 3 and No. 1.

NOTE.

For covenant prohibiting sale of beer other than that of manufacture of lessor see *Brewing Company v. Demko*, 9 C. C. (N. S.) 130, 29 C. C. 102.

No. 627.

LEASE OF SPACE FOR BILLBOARD.

In consideration of the yearly rent of — dollars (\$—), I hereby let and lease to C. D. the following described vacant lots in the city of —, Ohio, for the erection and maintenance of advertising boards, to-wit:

(description of property)

for the term of — years, with the privilege of — years thereafter on the same terms and conditions. I hereby agree that no obstruction shall be placed on said premises in front of said advertising boards or walls, and that no other advertising privileges shall be granted on said premises during said term, or any extension thereof. The receipt of one year's rent in advance is hereby acknowledged.

In case said premises shall be sold, or leased for other purposes, or in case said lessor desires to construct a building thereon, it is mutually agreed that this lease may be abrogated and cancelled by the lessor, by giving ten days' notice thereof to said C. D. and by refunding a pro rata share of the rent for said unexpired term.

Signed and acknowledged
in presence of

A. B.

—
—

Certificate of acknowledgment, form No. 1.

No. 628.

OPTION TO RENEW.

(Insert immediately following "covenant by lessor" in form No. 612, or other forms.)

Said lessor hereby grants unto said lessee the option to renew this lease for a further term of — years, commencing on the expiration of the term aforesaid, and ending on the — day of —, A. D. nineteen hundred and —, for a yearly rent of — dollars (\$—) payable in monthly instalments of — dollars (\$—) each, on the — day of each and every month, in advance, subject to all the other terms and conditions of this lease: provided however, that notice of the exercise of such option shall

be given by said lessee to said lessor at least — days before the expiration of the term of this lease.

No. 629.**OPTION TO PURCHASE.**

(Insert in any form after covenants of lessor.)

The right and option is hereby given to said lessee to purchase the above described premises, at any time during the continuance of this lease, for the sum of — dollars (\$—), payable in cash, provided all rents have been fully paid and all covenants of this lease, on the part of said lessee to be performed, have been fully kept and performed; and said lessor hereby agrees to furnish a certificate of title, and to convey said premises to said lessee by a good and sufficient deed of general warranty, with release of dower, upon payment of said sum; provided that — days' notice of the exercise of this option shall be given by said lessee to said lessor.

NOTE.

See Gilbert v. Port, 28 O. S. 276.

No. 630.**CONSENT OF MORTGAGEE TO LEASE, ENDORSED ON LEASE.**

In consideration of the execution of the within lease by the within named lessee, the undersigned, being the owner and holder of a mortgage on the within described premises, dated — 19—, and securing \$—, does hereby agree that said mortgage shall be subject to the within lease.

Provided, however, that all of the interest of the within named lessor in and to said lease and to the within described premises shall be subject to all the covenants, provisions and conditions of said mortgage.

Signed and acknowledged
in presence of

No. 631.**SURETYSHIP AGREEMENT, ENDORSED ON LEASE,
TO SECURE RENT, ETC.**

In consideration of the execution and delivery of the within lease to the within named lessee, at his request, and in further consideration of one dollar (\$1.00) paid to me by the within named lessor, the receipt of which is hereby acknowledged, I do hereby become surety for the prompt payment of all rent and the performance of all the covenants and agreements contained in the within lease, to be paid and performed by the within named lessee, as therein specified; and, if, at any time, any default shall be made therein, I hereby promise and agree to pay to the within named lessor all of said rent that may be due and in arrears, and to fully satisfy the covenants and agreements of the within lease, and to pay all damages that may be occasioned by the non-performance thereof, without requiring notice of non-payment or proof of demand being made.

— Ohio —, 19—.

No. 632.**SURETYSHIP AGREEMENT, ENDORSED ON LEASE,
ANOTHER FORM.**

In consideration of the execution and delivery of the within lease to the within named lessee, at his request, and in further consideration of one dollar (\$1.00) to me paid by the within named lessor, the receipt of which is hereby acknowledged, I do hereby covenant and agree to and with said lessor, his heirs and assigns, that if at any time default shall be made by said lessee in the payment of the rent, or in the performance of the covenants of the within lease on the part of said lessee to be performed, I will pay the said rent, or any arrears thereof, that may be due to said lessor, and all damages that may accrue by reason of the violation or non-performance of any of said covenants, without requiring demand of payment or notice of any such default.

— Ohio —, 19—.

No. 633.**SURETYSHIP AGREEMENT, ENDORSED ON LEASE,
GIVING SURETY THE RIGHT OF SUBSTITUTION.**

In consideration of the execution and delivery of the within lease to the within named lessee I hereby become surety for the prompt payment of all rent and the performance of all the covenants and agreements contained in the within lease to be paid and performed by the within named lessee.

Provided, however, that in case of any default on the part of said lessee whereby a liability devolves upon me hereunder, then, in the event of the prompt payment by me of all rent and the performance by me of all covenants to be performed by said lessee, I shall be and become subrogated to all the rights of the lessee under said lease, notwithstanding any default theretofore made by said lessee: and further provided, that notice shall be given me of any default by said lessee, within *thirty* days after the same has been made.

L. M.

We hereby consent to the condition contained in the foregoing suretyship agreement.

— (lessor)

— (lessee)

No. 634.**ASSIGNMENT OF LEASE.**

This agreement witnesseth: that C. D. of —, Ohio, in consideration of — dollars (\$—), to him paid by E. F., the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto the said E. F., a certain instrument of lease bearing date the — day of —, 19—, executed and delivered to said C. D., as lessee, by one A. B. of —, as lessor, of the following described premises, to-wit: situated in the — of —, county of — and State of Ohio, and known and described as follows:—
and all the estate, title and interest of said C. D. in and to said lease and said premises. To have and to hold the same from the — day of —, 19—, for and during the residue of the term of said lease, which will end on the — day of —, 19—;

subject, however, to all the conditions, covenants and rents in said lease contained.

Said C. D. further covenants and agrees that he has good right to assign said lease, with the consent of the said A. B., lessor therein, and that the interest hereby assigned is free and clear from all incumbrances.

In consideration of said assignment, and of the consent thereto of said lessor, A. B., the said E. F. hereby assumes and agrees to pay all rent due from and after —, 19—, and to keep and perform all the covenants, agreements and conditions of said lease on the part of said lessee to be kept and performed.

In witness whereof the said C. D. and E. F. have hereunto set their hands this — day of —, 19—.

Signed and acknowledged

in presence of

—

—

C. D.

E. F.

Certificate of acknowledgment, form No. 1.

CONSENT OF LESSOR TO ASSIGNMENT.

I hereby consent to the foregoing (or within) assignment of said lease to the above named E. F., on the express condition, however, that the assignor shall remain liable for the prompt payment of the rent and the performance of all covenants and conditions to be paid and performed by the lessee under said lease; and that no further assignment of said lease or sub-letting of the premises, or any part thereof, shall be made without my written consent.

Dated at —, Ohio —, 19—.

A. B.

No. 635.

ASSIGNMENT OF LEASE, ENDORSED ON INSTRUMENT.

In consideration of — dollars (\$—), paid by E. F., the receipt of which is hereby acknowledged, the within named C. D. hereby sells, assigns, transfers and sets over unto the said E. F., the within instrument of lease, and all his estate, title and interest in and to the same, and the premises therein

described. To have and to hold the same from the — day of —, 19—, for the residue of the term thereof; subject, however, to all the covenants, provisions, rents and conditions therein contained. Said C. D. further covenants that he has good right to assign the same, with the consent of the lessor, and that the interest hereby assigned is free and clear from all incumbrances.

In consideration of said assignment, and of the consent thereto of said lessor, A. B., the said E. F. hereby assumes and agrees to pay all rent due from and after —, 19—, and to keep and perform all the covenants, agreements and conditions of said lease, on the part of said lessee to be kept and performed.

In witness whereof the said C. D. and E. F. have hereunto set their hands this — day of —, 19—.

Signed and acknowledged

in presence of

—

—

C. D.

E. F.

Certificate of acknowledgment, form No. 1.

CONSENT OF LESSOR.

I hereby consent to the foregoing assignment of the within lease to said E. F., provided, however, that no further assignment of said lease, or subletting of said premises, or any part thereof, shall be made without my written consent.

A. B.

—, Ohio, —, 19—.

No. 636.

UNDER-LEASE.

This instrument of lease made this — day of —, 19—, by and between C. D. of —, the lessor, and E. F. of —, the lessee, witnesseth: that said lessor, in consideration of the rents and covenants hereinafter stipulated to be paid and performed by said lessee, does hereby demise, sub-let and lease unto the said lessee, his heirs, executors, administrators and assigns, the following described premises, to wit:

(description of premises)

being all (or a part) of the same premises leased to said C. D. by one A. B. by lease dated —, A. D. 19—, for a term of — years commencing on —, A. D. 19—, and ending on —, A. D. 19—:

Habendum clause.

To have and to hold the same, with the appurtenances thereunto belonging, unto the said lessee, his executors, administrators and assigns, for the term of —, commencing on —, A. D. 19—, and ending on —, A. D. 19—; but subject to all the covenants, agreements, restrictions, limitations and conditions contained in the above-mentioned lease from A. B. to said C. D.

Covenants of lessee.

And said lessee, for himself and his executors, administrators and assigns, does hereby covenant and agree with said lessor, his executors, administrators and assigns, as follows: that he will pay to said lessor, his executors, administrators, or assigns, the yearly rent of — dollars (\$—) in monthly instalments of — dollars (\$—) each, in advance, on the first day of each and every month during said term, at the office of — in the city of —, Ohio:

(finish as in form No. 612, or other forms as desired.)

CONSENT OF ORIGINAL LESSOR, ENDORSED ON UNDER-LEASE.

I hereby consent to the within under-lease from C. D. to E. F.

No. 637.

CONTRACT FOR LEASE.

This agreement made at —, Ohio, this — day of —, A. D. 19, by and between A. B., of —, of the one part and C. D. of —, of the other part, witnesseth: that the said A. B., in consideration of the promises and agreements of said C. D., herein contained, hereby promises and agrees to let and lease unto the said C. D. the following described premises, to wit:

(description of premises)

for the term of — years, commencing —, A. D. 19—, and ending —, A. D. 19—, for the yearly rent of — dollars (\$—) payable in equal (monthly, quarterly, etc.) instalments of — dollars (\$—) each on the — day of —;

And said A. B. further agrees to execute, acknowledge and deliver a good and sufficient instrument of lease of said premises on the terms and conditions aforesaid, which said lease shall contain the following covenants on the part of said C. D.: that said C. D. shall — (insert such covenants of lessee as may be desired, contained in the various forms of leases in this chapter.) that said lease shall contain the following covenants on the part of said A. B. that said A. B. shall —

(insert such covenants of lessee as may be desired, contained in the various forms of leases in this chapter.)

that said lease shall contain a provision for the forfeiture of said lease and the re-entry of said A. B. in the event that the rent is not paid punctually when due, or in the event of any default in the performance of the covenants of said lease to be performed by said C. D.;

and that said lease shall contain the following mutual covenants to bind both parties hereto, to wit:

(insert mutual covenants desired.)

The said C. D., in consideration of the promises and agreements of said A. B. hereinbefore contained, hereby promises and agrees to accept said premises and to execute, acknowledge and deliver such lease containing the terms, covenants and conditions aforesaid.

It is mutually agreed that the expense of preparing this agreement, and of preparing and recording such lease shall be paid by —.

In witness whereof said A. B. and C. D. have set their hands to duplicates hereof, the day and year first above written.

A. B.

C. D.

No. 638.

GROUND LEASE FOR NINETY-NINE YEARS.

This indenture of lease made at the city of —, county of — and State of Ohio, this — day of —, A. D. 19—, by and between The A. B. Company, a corporation duly organized and existing under the laws of the State of Ohio, the lessor, and The C. D. Company, a corporation duly organized and existing under the laws of the State of Ohio, the lessee, witnesseth: That the said lessor, by resolution of its board of directors duly

passed, has determined and agreed to demise and let to said lessee the premises hereinafter described with and on the covenants, provisions, stipulations, terms and conditions and in the form of this indenture; and said lessee, by resolution of its board of directors, duly passed, has determined and agreed to acquire the premises hereinafter described, by lease, with and on the covenants, provisions, stipulations, terms and conditions, and in the form of this indenture: Now therefore, said lessor does hereby demise, let and lease unto the said lessee the following described premises, situated in the city of —, county of —, and State of Ohio, and known as

(description of premises).

Habendum clause. To have and to hold the above demised and leased premises unto the said lessee for and during the term of ninety-nine (99) years, beginning on the — day of —, A. D. one thousand nine hundred and —, and ending on the — day of —, A. D. two thousand and —, at and upon the following terms and subject to the covenants, conditions and stipulations herein expressed and declared of and concerning the same, that is to say:

Rent. *Article I.* Said lessee shall pay, or cause to be paid, unto the lessor, rent as follows: for the first ten (10) years, beginning —, A. D. 19—, and ending —, A. D. 19—, the sum of — dollars (\$—) per annum payable quarterly in advance in equal instalments of — dollars (\$—) each on the first day of January, April, July and October of each year.

Thereafter the rental to be paid by the lessee shall be determined as follows:

Provision for re-appraisal. At any time within six months prior to the expiration of the first ten-year period of the term of this lease, upon notice in writing by the lessor to the lessee or by the lessee to the lessor, the above described premises shall be appraised by three disinterested freeholders, one to be selected by the lessor, and one by the lessee, and the two so selected to choose a third. In the event of either party failing, within thirty days after such notice, to choose an appraiser, then the other party may choose two appraisers, both of whom shall be disinterested freeholders, residents of said city of —, and the two so chosen shall choose a third like disinterested

freeholder, resident of said city of —; and said appraisers so chosen shall proceed to fix the fair market value of the premises for the ensuing ten years and report in writing to both the lessor and lessee the result of their appraisal, and the award or appraisal of a majority of such appraisers shall be binding and conclusive upon the lessor and lessee. The rental to be paid by the lessee for each year of such ensuing period of ten years shall be a sum which shall be equal to *four* (4) per centum of the value so fixed by said appraisers, payable in quarterly instalments in advance on the first day of January, April, July and October in each year. A like appraisal to be made and rental to be paid in like manner for each ensuing ten year period and the last nine year period during the continuance of this lease. Provided, however, that in no event shall the rental of said premises be less than — dollars (\$—) per annum, nor more than — dollars (\$—) per annum, for any one year: that is to say if *four* per centum upon the amount of any appraisal made as above specified shall not be equal to, but shall be less than, said sum of — dollars (\$—) per annum, then the rental for such period shall be the sum of — dollars (\$—) per annum, payable at the times and in the manner above set forth: and if *four* per centum upon the amount of such appraisal should exceed the sum of — dollars (\$—) per annum, then the rental for such period shall be the sum of — dollars (\$—) per annum payable at the times and in the manner aforesaid.

All rents accruing under this lease shall be paid in gold coin of the United States of the present standard of weight and fineness, or its equivalent, or in lawful money of the United States at the option of the lessor, at the office of said lessor in the city of —, Ohio.

Article II. As a part of the consideration for this lease, and in addition to the rental hereinbefore provided, said lessee hereby covenants and agrees to indemnify and save harmless the lessor from all taxes and assessments levied or assessed upon this lease or upon the premises herein described, or upon any and all improvements thereon, for ninety-nine (99) full years commencing with the taxes for the year 19—, and from all other charges, liens, penalties or claims for damages or liabilities arising in respect to said premises, and to punctually pay, in addition to the rents

Lessee to pay taxes.

above provided for, all such taxes, assessments and other charges as aforesaid, and, upon application in writing by said lessor, to furnish said lessor with written evidence, duly certified, that any and all such taxes and assessments have been duly paid and satisfied: and said lessee does hereby covenant and agree to pay the rents, taxes, assessments and other charges as hereinbefore provided.

Lessee to obey laws, ordinances, etc. And the said lessee hereby agrees to promptly and fully obey and comply with all lawful requirements, rules, regulations, laws and ordinances of all legally constituted authorities in any manner affecting this lease and the buildings and improvements on and about the same, or the use of the same, existing at any time during the term of this lease, and to permit no unlawful occupation, business or trade to be conducted or carried on upon said premises and no use to be made of any part thereof contrary to any valid law or ordinance governing the same. Should any such use or occupation occur, the lessee shall cause the same to cease within ten days upon notice thereof being served upon the lessee.

Covenant of lessee to build on premises. *Article III.* Said lessee hereby covenants and agrees to erect on said land a suitable business building or buildings for its purposes costing not less than — dollars (\$—) to be completed and ready for use and occupancy on or before —, A. D. 19—, unless prevented by strikes, lockouts, fires, or other unavoidable casualties or causes, and the lessee shall give bond to the lessor in the sum of — dollars (\$—) that the lessee will perform this covenant respecting the construction of such building, which bond shall be satisfactory to the lessor, and shall be delivered to the lessor prior to the commencement of the construction of such building, and when said building shall be completed and opened for general use, said bond shall be cancelled, discharged and surrendered to said lessee. And said lessee covenants and agrees to at all times keep the buildings and improvements on said premises in good repair, and that no waste either actual or permissive shall be committed thereon, and it is mutually agreed that the lessee shall have the right to rebuild or to make improvements, alterations and repairs without notice to, or the consent of, the lessor.

Article IV. Said lessee hereby further covenants and agrees

Covenant to insure. to insure, and to keep insured, all the buildings and improvements which may at any time be upon said premises, in responsible insurance companies, in an amount equal to sixty (60) per cent. of the insurable value of the same, with a clause in each policy providing that the loss, if any, shall be payable to said lessor, as trustee, in the per centage aforesaid, as its interest may appear: and all insurance moneys so paid shall be held by the lessor, as trustee for, and as security for, the repair of such loss, or the rebuilding of the improvements or buildings on said land, and as security to it for the payment of rents, taxes, assessments and other charges agreed as aforesaid to be paid by said lessee. The lessee shall furnish said lessor with vouchers showing the expenditure by said lessee in such repairs, or in rebuilding, of any sums of money and the lessor shall, from time to time, upon presentation of such vouchers, and of such other evidence as may be required by said lessor, showing the actual expenditure of such moneys, pay to said lessee all of the insurance moneys so received by it: the entire amount of such insurance moneys to be expended in such repairs, or rebuilding.

The policies evidencing the insurance above provided for shall be subject to the approval of the lessor and shall be deposited with, and kept by, the lessor.

In case the lessee shall fail to repair, restore or rebuild said building or buildings within three years from the time of its or their damage or destruction, or in case the lessor, for any lawful cause, shall have terminated this lease before the expiration of such three years, then — dollars (\$—) of such insurance moneys shall be retained by the lessor as liquidated damages for the breach of the covenants and conditions herein contained and expressed. In case said lessee shall fail to insure said buildings as hereinbefore provided, said lessor may insure said buildings in any sum not exceeding sixty (60) per cent. of the insurable value thereof, and the lessee shall repay to said lessor the amounts so paid as premiums therefor, forthwith upon demand made therefor.

No liquor to be sold on premises contrary to law. *Article V.* No intoxicating liquor shall be sold on said premises contrary to law.

Article VI. The lessee hereby covenants and agrees not to assign or transfer this lease at any time unless the rents and all

charges, taxes, assessments, liens, penalties and claims for damages which the lessee has herein covenanted to discharge, **Restrictions as to assignment of lease.** have been fully discharged and satisfied, nor unless said lessee shall have constructed on said premises a building or buildings costing not less than — dollars (\$—) as above provided, nor unless the assignee shall expressly assume all of the covenants and obligations of the lessee under this lease: nor unless the lessee shall have first delivered to the lessor, for inspection, during a period of ten days, a legal and sufficient instrument of assignment and acceptance, which shall, before its execution, be satisfactory to, and approved by, said lessor as to form, nor unless by instrument recorded forthwith, upon delivery, in the recorder's office of the proper county.

Provided, however, the lessee may at any time, by mortgage or deed of trust, or in other lawful manner, mortgage its estate and property, and obligate or hypothecate its interest in said premises and in this lease to secure any actual debt, or to meet any contractual claim or liability. It is mutually covenanted and agreed that no assignment hereof shall be made except in accordance with the above stipulations, but after any assignment made in the manner and upon the conditions hereinbefore specified, there shall be no further liability under this lease against the assignor, the lessee, and it shall be free from all and every obligation and liability hereunder.

Lien for rent upon interest of lessee and improvements. *Article VII.* It is mutually covenanted and agreed that the entire amount of rent to be paid or received under this lease and all moneys due under any obligation or engagement of the lessee contained in this lease, are and shall always be, a first and best lien upon all buildings and improvements erected or placed upon said premises by said lessee, and upon all the interest of the lessee in said premises and under this lease. And the lessee hereby covenants and agrees to pay, and to indemnify the lessor against, all costs, expenses and charges, including counsel fees, lawfully and reasonably incurred in and about the premises, in the defense of any suit in discharging the premises, or any part thereof, from any liens, judgments, or incumbrances placed or caused by said lessee, or in obtaining possession after default of said lessee on the expiration of the term of this lease.

Forfeiture and other remedies of lessor.

Article VIII. This lease is made upon the express condition that the lessee shall keep and perform all and singular the covenants and agreements herein set forth to be performed by said lessee, and that, if at any time the rent, taxes, assessments, and other charges and payments aforesaid, or either of them, or any part thereof, shall become in arrear and unpaid for the period of ninety days after becoming due, or if any of the covenants or agreements aforesaid shall not be performed as hereinbefore stipulated and agreed to be performed by said lessee, within said period of ninety days, the lessor, at any time thereafter, shall have full right, at its election, after thirty days' written notice, to bring suit for and recover all rents, taxes, assessments, payments or other charges which shall have accrued up to the time of such default; and thenceforth, from the time of such default, said lessor may enter upon and take possession of said premises and this lease shall become void to all intents and purposes whatsoever, unless all rents and charges are then paid in full without any further process in law, and thereupon this lease and all improvements made on said premises shall be forfeited to said lessor without compensation therefor to the lessee.

Provided also, that for rents due and for non-performance of other covenants and conditions of this lease, the lessor may sue at any time, but shall not be entitled to a forfeiture of this lease except as in this article provided.

Covenant of lessor for quiet enjoyment.

Article IX. And said lessor hereby covenants to and with said lessee that, if the rent, taxes, assessments and other charges aforesaid shall be paid as hereinbefore provided, and all of the other aforesaid agreements, covenants, conditions and stipulations shall be performed by the lessee as hereinbefore provided, the said lessee shall have the peaceable possession and enjoyment of the premises above described without the let, hindrance or molestation of any person whatsoever to the end of said term.

Covenant of lessor to purchase buildings at expiration of term.

Article X. The lessor hereby covenants and agrees that at the expiration of the term of this lease, to wit, on the —day of —, A. D. 2—, the lessor will take such buildings and improvements as shall then be remaining upon said premises and will pay to said lessee therefor whatever sum the said build-

ings and improvements shall be found to add to the value of the land above described for the general purposes to which the property is then adapted. The amount to be paid for said buildings and improvements as above provided shall be determined by appraisal in the following manner: said lessee shall notify said lessor in writing at the place herein designated for the payment of rent, within six months next prior to the expiration of the term of this lease and prior to the — day of —, A. D. 2—, of the desire of the lessee to have the amount which said buildings and improvements shall be found to add to the value of the land determined, and if the lessor and lessee shall fail to agree upon such amount within thirty days after such written notice, then said lessor and lessee shall, within the thirty days next ensuing, each select one appraiser, who shall be a disinterested freeholder, resident of said city of —, and shall notify the other party of such choice. And if either of the parties shall fail to make such choice and to notify the other within said thirty days, then the party who has so chosen and given such notice shall, upon the expiration of said thirty days, notify the probate judge of — county, Ohio, to choose another such disinterested freeholder, resident of said city of —, Ohio, and the two in either manner so chosen shall select a third disinterested freeholder, resident of said city of —, Ohio, and the three chosen as aforesaid shall appraise and fix the amounts which said buildings and improvements in their then condition shall be found to add to the value of the land for the general purposes for which said property is then adapted: and the amount so fixed in writing and signed by the three appraisers, or by any two of them, shall be taken as the true value of said buildings and improvements to be paid by said lessor to said lessee: and such payment shall be made in six equal instalments, one upon the expiration of the term of this lease, one in one year thereafter, one in two years thereafter, one in three years thereafter, one in four years thereafter and one in five years thereafter; all deferred payments shall bear interest at the rate of three per cent. per annum payable annually. For all such deferred payments the lessee shall have a lien upon said premises until paid. In case no appraisal of such buildings and improvements shall be made as aforesaid within three months after the termination of

this lease as herein provided for, the buildings and improvements on said premises shall be forfeited to, and become the property of, the lessor, unless the failure to have such appraisal made shall have been caused by the lessor, or unless such failure shall have been without fault of the lessee.

Renewal of lease at option of lessor. *Article XI.* It is further mutually covenanted and agreed that said lessor may, at the expiration of the term of this lease, avoid the obligation, contained in Article X of this lease, to take and pay for said buildings and improvements on said land, by electing to extend and renew this lease for a further term of ninety-nine (99) years from and after the expiration of the term herein granted: but said right to be so relieved from said obligation shall be and is conditioned that said lessor shall, within two years prior to the expiration of the term of this lease and before the — day of —, 2—, notify said lessee in writing of the intention of said lessor to so extend and renew this lease. In the event said lessor shall elect to so extend and renew this lease, and shall so notify the lessee within the time limited for such notice, then and in such event the rental to be paid during said renewal period shall be mutually agreed upon between said lessor and lessee. In case they do not agree as to such rental within thirty days after the giving of such notice by said lessor of such election to renew, then such rental shall be determined by appraisement in the following manner: notice shall be given by the party desiring such appraisement to the other party, and appraisers shall be appointed prior to the — day of —, A. D. 2—, in the manner hereinbefore provided for the appointment of appraisers for buildings and improvements; and the appraisers so selected shall proceed to appraise and determine the rental value of the premises hereby demised for the period of such renewal term of ninety-nine (99) years, irrespective of any improvements thereon: and the valuation determined by said three appraisers or any two of them, which valuation shall be reported in writing by the appraisers to the lessor and lessee, shall be binding and conclusive upon the lessor and lessee, and a sum equal to *four* per centum of such valuation shall be the annual rent of said premises for said renewal term, and be payable quarterly in advance upon the terms and conditions hereinbefore

set forth: the rental for such extended term, however, to be in no event less than — dollars (\$—) per year.

Provided, however, that upon receipt of the report of the appraisers so fixing said rental value, said lessee shall have the right, within sixty days after the receipt of such report, to elect whether it will accept such extension and renewal: and in case said lessee shall elect not to accept such renewal and extension or fail to notify said lessor of its election to accept such extension and renewal within sixty days after the receipt of said report, then this lease shall terminate at the expiration of the term hereby granted, and said lessor shall be relieved from the obligation to take and pay for said buildings and improvements as hereinbefore provided.

Renewal of lease at option of lessee.

Article XII. The lessee, or its successors and assigns, is hereby given the option, providing it shall notify the lessor in writing within two years prior to the expiration of the term of this lease, and on or before —, 2—, to extend and renew this lease for a further period of ninety-nine (99) years upon the same terms and conditions of appraisal and fixing of rental in form and manner as herein provided: conditioned however, that said rent shall at no time be less than — dollars (\$—) per year. All other covenants and conditions of this lease shall pertain for the said full period of ninety-nine (99) years, if the lessee so elect and give notice as aforesaid.

Waiver of one default not to extend to future defaults.

Article XIII. No waiver of any breach of any covenant, condition or stipulation hereunder shall be taken or construed to be a waiver of any succeeding or future breach of the same covenant, condition or stipulation.

Covenants to be binding on successors and assigns.

Article XIV. All of the covenants, agreements, stipulations, engagements and obligations of this lease shall accrue to and be binding upon the said parties hereto and their respective successors and assigns.

In witness whereof, The A. B. Company has caused its corporate seal to be affixed and its name to be signed hereto and to a duplicate hereof, by its president, and The C. D. Company has caused its corporate seal to be affixed and its name to be

signed hereto and to a duplicate hereof, by its president, the day and year first above written.

Signed, sealed and
acknowledged in
presence of

The A. B. Company,
(Corporate seal.) By —, President.

—

—

The C. D. Company,
(Corporate seal.) By —, President,

Certificates of acknowledgment, form No. 3.

No. 639.

GROUND LEASE FOR NINETY-NINE YEARS, AN- OTHER FORM.

By this indenture of lease, made this — day of —, A. D. 19—, by and between A. B., the lessor, and C. D., the lessee, the said parties do mutually grant, covenant and agree each with the other as follows:

I.

On behalf of the lessor:

- (a) That being the owner of the following described premises, to wit:

(description of property)

subject, however, to certain leases now in force in favor of the several tenants of the lessor now in occupation of parts of said premises, the said lessor does hereby demise, let and lease unto the said lessee for the term of ninety-nine (99) years from and after —, A. D. 19—, the said premises, subject, however, to such existing leases, and does hereby transfer to said lessee all the rights of said lessor under, and all interest in, said existing leases, the rents reserved thereby, and all benefit and advantage in any way hereafter to accrue to the lessor therefrom at and for the rents and upon the terms and conditions hereinafter specified.

**Granting
clause
and habendum.**

- (b) The lessor hereby covenants and agrees with devolving upon the lessee shall be observed and the lessee that, if the covenants of this lease

**Covenant for
quiet enjoy-
ment.**

performed, the said lessee shall have the peaceable possession and enjoyment of the premises hereby leased without let, hindrance or disturbance of any person whomsoever to the end of the term of this lease.

Option to purchase.

(c) The lessor does hereby grant unto the lessee the right, option and privilege of purchasing the hereby leased premises at any time prior to the — day of —, A. D. 19—, at and for the sum of — dollars (\$—) or at any time within the ten years next succeeding said — day of —, A. D. 19—, at and for the sum of — dollars (\$—), upon condition, however, that this lease shall not have been previously terminated, and that the lessee shall have observed and complied with the covenants, terms and conditions of this lease devolving upon him up to the time of the exercise of such option and making of such purchase, and in case of such due exercise of such option, and the payment of such purchase price therefor, the lessor covenants to convey to the lessee the said premises by warranty deed, free and clear of all liens and incumbrances except such as the lessee may have created or suffered, accompanied by an abstract showing good and unencumbered title passing under the conveyance so made.

2.

On behalf of the lessee:

Covenant to pay rent.

(a) That during the term of this lease he will pay to the lessor by equal quarterly payments in advance on and after the beginning of the term thereof, rent as follows: until the — day of —, A. D. 19—, at the rate of — dollars (\$—) per annum; for the ten years from and after said — day of —, A. D. 19—, at the rate of — dollars (\$—) per annum; and thereafter for and during each period of ten years from and after the — day of —, A. D. 19—, an amount equal to *four* per cent. upon the value of the land hereby leased, as agreed upon or fixed or determined as hereinafter provided, at the beginning of each of such periods or ten years, but in no case to be less than — dollars (\$—) nor more than — dollars (\$—) per annum, such rent being payable in gold coin of the United States of the present standard of weight and fineness, at such place or agency in said city as

the lessor may from time to time designate by written notice to said lessee.

Covenant to pay taxes.

(b) That he will, as the same become due and payable, pay to the public officers charged with the collection thereof, all taxes, assessments and public charges which are or may be hereafter, during the term of this lease, assessed upon the same, or upon said premises or any building or buildings erected thereon, and will at all times indemnify and save harmless the lessor, and said demised premises and all improvements now or hereafter placed upon the same, from all such taxes, assessments, public charges or claims for damages in any way chargeable or hereafter becoming chargeable to, or payable for, or in respect of, said premises during said term, and also that upon written application of the lessor he will furnish to him for inspection and such use as may be proper in protecting the estate of the lessor in the premises, the written evidence of such payment:

Provided, however, that said lessee shall not be chargeable with, or obliged to pay, any income or inheritance tax which may at any time be levied upon the rentals accruing hereunder by the laws of any State or of the United States or of any foreign country.

Covenant to build.

(c) For the purpose of this lease the building now upon said premises shall be taken to have a value of — dollars (\$—) and the lessee covenants that he will, during the first ten years of the term hereof, either by proper repairs or by new construction, or both (except during the time necessary for new construction to take the place of any building removed or destroyed), have and maintain upon said premises a building or buildings having a value of fair cost of construction of not less than — dollars (\$—), and that he will by the end of such period of ten years erect upon such premises a building or buildings having a fair value and cost of construction of not less than — dollars (\$—), which building or buildings shall be of a kind suited to the general business purpose for which said premises are by their location adapted, and also that, having so erected such building or buildings at such cost, he will thereafter during the remainder of the term of this lease (except during any period required for reconstruction), by like repairs or reconstruction, have and main-

tain upon the said premises a building or buildings of such kind and cost as last above provided, it being one of the terms of this covenant, however, that the lessee may at any time, for the purpose of new construction, remove from said premises any building now or hereafter erected thereon, and convert the material thereof to his own use on his first executing and delivering to the lessor a bond with good and sufficient sureties, conditioned for his erecting in place thereof, within a reasonable time, a building or buildings of the kind and cost required to be erected and maintained thereon under the foregoing provisions of this covenant, or, in default thereof, for the payment to the lessor upon demand, after any such removal, of an amount equal to such value, to be taken and received by the lessor by way of liquidated damages on account of the failure to so enter upon and complete such construction within a reasonable time, and upon his election to forfeit the lease for such cause, or on account of other then existing grounds of forfeiture.

(d) That as security to the lessor for the construction of such building upon said premises within such ten years, having a value and cost of construction of not less than — dollars (\$—) the lessee covenants and agrees that he will, on or before the — day of —, A. D. 19—, deposit with The — Trust Company of —, Ohio, satisfactory bonds, stocks or other securities having a market value of not less than — dollars (\$—) upon the agreement and with a memorandum of deposit providing, in case of default on his part in erecting and completing upon said premises such building within such period of ten years, that thereupon such securities shall be forfeited to the lessor and taken and held by him as liquidated damages for such failure, whereupon this lease shall be terminated.

(e) That he will at all times until such new building shall have been erected thereon as hereinbefore provided, have and keep the buildings and improvements on said premises insured against loss or damage by fire in companies satisfactory to the lessor, to the extent of — dollars (\$—) or such less amount as may at any time represent the full insurable value of the same, and upon the completion of such new building so to be erected, will cause such insurance to be increased to

Security for performance of covenant to build.

Covenant to insure; application of insurance moneys in case of fire.

the amount of not less than — dollars (\$—), and thereafter during the remainder of the term of this lease, maintain insurance thereon to such amount except during any period required for reconstruction, and during any such period whether of the construction of such building so agreed to be constructed, or any building thereafter constructed, will have and keep the same insured during its erection in the full insurable value of the same as the work progresses, up to the amount so agreed to be carried by way of insurance upon the building when completed. The policies representing such insurance shall be deposited with The — Trust Company of —, Ohio, and loss under the same made payable to it as trustee up to the amounts aforesaid, as a security for the benefit of the parties hereto in the repair of any buildings damaged, or in the reconstruction of any buildings destroyed, by fire, and as the lessee shall after any such fire furnish such trustee with vouchers showing his expenditure in the course of such repair or reconstruction, the trustee shall pay from such insurance money from time to time, to the lessee, all the amounts so by him actually expended for such purpose, and in case of the lessee not entering upon the repair or reconstruction of any such building or buildings so injured or destroyed, within a reasonable time, or not thereafter prosecuting such work of repair or reconstruction with reasonable diligence, the amount of such insurance in the possession of said trustee shall thereupon be forfeited and paid to the lessor by way of liquidated damages for default, and thereupon this lease shall be terminated. Should the said The — Trust Company fail or decline to act as such trustee at any time, then the court of common pleas of — county, or whatever court shall then within such county exercise the general jurisdiction now exercised by it, shall, on the written application of either party and on ten days' notice to the other party, appoint a trustee to act in all respects in place of said The — Trust Company.

- (f) During the term of this lease the lessee shall conform to and observe all ordinances, rules and regulations of the city of —, Ohio, and of all public boards or officers relating to the

Lessee to obey ordinances, etc.

said premises or the improvements thereon, or use thereof; that he will not, during said term, permit or suffer said premises to be used for the purpose of carrying on any illegal or immoral

business or occupation, and will at all times indemnify and save harmless the lessor, the premises and improvements thereon, from damages in any way arising out of the use of the same by the lessee.

**New sureties
on bonds.**

(g) That in case any surety or sureties upon any bond herein provided for shall, during the life of such bond, become irresponsible or insufficient, he will thereupon, on the demand of the lessor, promptly within thirty days from the time of such demand, procure other good and sufficient sureties upon such obligation, and that in case of any decline in the market price of the securities herebefore agreed to be deposited prior to the time of the completion of the building so agreed to be erected, he will deposit such other and further securities as will bring up the value of the entire securities so deposited to such amount of — dollars (\$—).

**Restrictions on
assignment.**

(h) That the lessee will not, except by way of mortgage of his leasehold estate to secure some actual indebtedness, assign or transfer this lease without the written consent of the lessor, unless there be at the time no existing default on the part of the lessee in the payment of rents or performance of covenants and conditions to be performed by him under this lease, or unless the assignee shall in writing expressly assume and agree to perform all of the conditions herein devolving upon the lessee, and an original copy of such agreement of assignment and acceptance be, at or about the time of the delivery of the same, furnished to the lessor and recorded in the office of the recorder of said county. Upon any such absolute sale or assignment of this lease, however, by the lessee made in accordance with the provisions of this covenant, the party so selling and assigning shall be free from all further liability to the lessor hereunder.

**Lien on interest
of lessee, for
rent, etc.**

(i) That the lessor shall at all times have a lien upon the leasehold estate of the lessee, under the terms of this lease, and upon all buildings and improvements erected by him upon said premises, for the due performance and observance of the covenants by him agreed to be observed and performed.

(j) That the lessee, so receiving the benefit and advantage of all the lessee's covenants under all existing leases

Lessee to perform all obligations of lessor under existing leases.

hereinbefore mentioned, does hereby assume and undertake to perform all the lessor's covenants contained in all such existing leases, and to at all times indemnify and save harmless the lessor herein from any loss, cost or damage arising from any breach of any such covenant or covenants.

3.

Mutual Covenants.

It is hereby mutually covenanted and agreed by the parties hereto, as follows:

(a) All covenants and agreements herein expressed shall be considered as running with the land and accruing to and binding upon the heirs, executors, administrators and assigns of the lessor and lessee respectively, as fully as if such words were written wherever references to lessor and lessee occur in this lease.

Covenants to bind heirs, administrators, etc.

Options to purchase building, or land, on termination of lease.

(b) Within six months prior to the termination of this lease by limitation, the fair market value of the premises as then improved shall be agreed upon by the parties hereto, and fixed and determined as hereinafter provided, as well as the value of the buildings and improvements and the value of the land, exclusive of improvements, meaning thereby the amounts which the land and buildings respectively contribute to such gross valuation resulting from the combination of both, and thereupon the lessor shall, for a period of ten days after such fixing of such amount and notice to him thereof, have the first privilege and option of purchasing from the lessee such buildings and improvements at the price so fixed for the same, and in case of his failure to exercise such option within such period of ten days, the lessee shall thereupon, for a like period, have the privilege and option of purchasing from the lessor the land exclusive of buildings and improvements, at and for the price so fixed upon the same, and in case the lessee shall fail to exercise such option within such period of ten days and make such purchase, then the lessor and lessee shall from such time be taken to be the owners in common of the entire premises inclusive of buildings and improvements, upon the basis of valu-

ation so fixed, and in proportion of interest according to the respective valuations of land and of buildings by them respectively furnished to make up the property thus coming under their joint ownership, and any liens or incumbrances existing against either lands, or buildings, or leasehold estate, shall be transferred to the interest in common property of the one contributing the property so encumbered, and on their so becoming under the terms of this instrument such owners in common, each shall execute and deliver to the other such instrument of sale and conveyance as shall be effectual to vest in the other the proportionate interest in the entire property to which he shall become entitled under this provision.

Waiver of one default, not a waiver of subsequent defaults.

(c) No waiver of any condition or covenants in this instrument contained, or of any breach thereof, shall be taken to constitute a waiver of any subsequent breach.

Destruction of buildings by fire, not to terminate lease.

(d) This lease being a lease of the land herein described as well as the present buildings situated thereon, no damage or destruction of such buildings, or of any buildings hereafter erected thereon, by fire or other casualty, shall

be taken to operate so as to entitle the lessee to surrender the possession of the premises, or terminate this lease.

Forfeiture clause.

(e) This lease is made upon the condition that the lessee shall punctually perform each and all of the covenants herein set forth, and if at any time the rent, taxes, assessments, insurance premiums or other legal charges or payments aforesaid, or any of them or any part thereof, shall become in arrears and unpaid and shall so continue for a period of sixty (60) days after written notice thereof given to the lessee, or if there be a breach in any other of the covenants hereof devolving upon the lessee, the lessor may at any time after such notice and sixty day period (if the default consists of non-payment of money) or immediately after such default (if the same be one which cannot be cured by the payment of money) have full right, at his election, to avoid this lease and enter upon the premises and thenceforth from the time of such entry this lease shall become void, and all improvements made upon the premises shall be forfeited to the lessor as liquidated damages for such non-performance, and in addition thereto, the

lessor may bring suit for and collect all rents which may have accrued up to the time of such entry and all other sums which may have become due and payable from the lessee hereunder.

(f) In case of any default on the part of the lessee in the payment of any amount or amounts herein required to be paid, other than amounts payable as rents, so called, the lessor may make any such payment, or payments, and the lessee covenants thereupon to reimburse and pay to the lessor the amount or amounts so paid, with interest thereon at the rate of eight per centum (8 per cent.) per annum.

On default of lessee to pay taxes, etc., lessor may pay.

(g) For the purpose of adjusting any dispute arising between the parties to this lease, either as to value of the premises, at the beginning of said periods of ten (10) years during which the rent is so agreed to be fixed on the basis of such valuation, or as to whether the lessee has erected or constructed or reconstructed, or is maintaining on said premises, buildings of the kind required by the foregoing covenants, or as to the observance and performance of any of the lessee's covenants herein, other than the covenants for the payment of rent, taxes, assessments and insurance premiums, the parties shall each choose in writing one disinterested freeholder, resident of said city of —, as an arbitrator, and shall notify the other party of the choice so made, and the two so chosen shall choose a third and the three thus selected, or any two of them, shall make award in writing upon the matter in dispute, which award shall be final and conclusive upon the parties, and if the same requires further building on the part of said lessee, such award shall be complied with and observed within a reasonable time. If either of the parties shall, for a period of ten (10) days after notice from the other of his choice so made, neglect or refuse to choose an arbitrator and notify the other in writing of his choice, then the party who has so chosen and given notice thereof may notify the probate judge in said county, in writing, to select an additional arbitrator, and the choice of such judge shall be binding upon the parties, and the two so chosen shall proceed to choose a third, and in case any two arbitrators, chosen in either manner above provided, shall be unable to agree upon the third arbitrator within ten (10) days after the selection of the one of them last chosen, then either of the parties hereto

Arbitration clause.

may request the probate judge of said county to choose such third arbitrator, which choice shall be binding upon the parties. For the purpose of fixing the amount of rent payable during each of such respective ten (10) year periods, the agreement of the parties as to the value of the premises exclusive of improvements shall be made and consummated at least six (6) months prior to the expiration of the previous ten (10) year period, and if not so made and agreed upon in writing by such time, then either party shall have the right to institute proceedings in arbitration as above provided. As to all other matters of dispute, either party shall have the right to institute such proceedings for arbitration at any time after the dispute and difference shall have arisen and if the parties shall not have agreed upon the fair market value of the land and buildings within six (6) months prior to the termination of this lease, then either party shall, as to such matter, have the right to institute such proceedings of arbitration. The provisions of this covenant in relation to arbitration, however, shall not be taken to require the lessor to have any such matters in difference so determined before resorting to proceedings for forfeiture in case of any default, but may at once resort to such proceedings leaving to any court having jurisdiction of the matter the question of the existence of such default complained of, but in such case proceedings for arbitration upon such difference may be instituted, and, if terminated before final judgment in any proceedings for the recovery of possession of the premises, shall be final and conclusive upon the parties in any action which may then be pending. If at any time *four* (4) per centum upon the valuation of said premises agreed upon or fixed as herein required at the beginning of each of such ten-year periods, shall be in excess of — dollars (\$—) then such amount of — dollars (\$—) shall be the amount of the annual rent during such period, and if such per centum upon such valuation shall be at any time less than — dollars (\$—) such amount of — dollars (\$—) shall be the amount of the annual rent during such period. If at any time any amount of insurance money shall remain in the possession of said Trust Company after full compliance by the lessee with the provisions hereof relating to the repair or re-construction of buildings after

any fire or casualty, such amount shall be paid to the lessee on his written demand.

**Release of
dower by wife
of lessor.** I, M. B., wife of the said A. B., saving and reserving to myself only the right to be endowed from the rents reserved under this lease, do hereby in consideration of the making of this lease, release to the lessee, and his assigns, all further claim, right, or interest of dower which I have, or may at any time become entitled to, in the above leased premises.

In witness whereof, we, the said A. B., M. B. and C. D. have hereunto subscribed our names this — day of —, A. D. 19—. Signed and acknowledged

in presence of

—
—

A. B.
M. B.
C. D.

Certificate of acknowledgment, form No. 1.

No. 640.

GROUND LEASE, SHORT FORM, CONVEYING IMPROVEMENTS TO LESSEE, WITHOUT PROVISIONS FOR REAPPRAISEMENT.

This agreement of lease made this — day of —, A. D. 19—, between A. B. of —, Ohio, lessor, and C. D. of —, lessee, witnesseth: that said lessor, in consideration of the rents herein reserved and the covenants and agreements hereinafter contained by said lessee, his heirs, executors, administrators and assigns, to be paid and performed, does hereby grant, demise and lease unto said lessee, his heirs, executors, administrators and assigns, the following described property, situated in the city of —, county of —, and State of Ohio,

(description of property).

To have and to hold the same with the privileges and appurtenances thereunto belonging unto said lessee, his heirs, executors, administrators and assigns, for and during the full term of ninety-nine (99) years, beginning on the — day of —, A. D. 19—, and ending on the — day of —, A. D. 2—. And said lessee hereby covenants and agrees to pay during the term

of this lease all taxes and assessments of every kind and description which may hereafter be levied upon the above described premises, and to pay a yearly ground rental of — dollars (\$—) payable semi-annually in advance on the first days of January and July of each and every year, at —.

Conveyance of improvements to lessee.

As a part of the consideration hereof the lessor hereby sells, assigns and transfers to the said lessee all the improvements of every kind, character and description which are now erected on said premises; but all of said improvements, or any substitutes therefor, or additions thereto, shall be and become the property of said lessor, his heirs or assigns, upon the termination of this lease, or upon failure of said lessee to pay or perform the rents and covenants of this lease to be paid or performed by said lessee. During the continuance of this lease the said lessee may, from time to time, change, alter or add to the improvements now or hereafter upon said premises, in any manner in which said lessee may from time to time desire, provided always, that said changes or alterations shall not lessen the value of the improvements now on said premises, or, if said lessee shall at any time during the continuance of this lease, desire to raze said improvements and to substitute others therefor, that said substitute or substitutes shall be of a value at least equal to the improvements now on said premises.

Covenant to insure.

Said lessee hereby covenants and agrees that, during the continuance of this lease, he will, at his own expense, insure and keep insured against fire all the improvements now or hereafter on the above described premises, in responsible insurance companies, and, in case of a loss by fire, that said lessee will use all moneys derived from said insurance in the repair or replacement of all improvements which may have been so damaged or destroyed.

Lien for rent.

A lien is hereby reserved to said lessor upon all the estate of the lessee hereby granted, and upon all improvements now or hereafter on said premises, to secure the payment of all rents and the performance of all the covenants of this lease on the part of said lessee to be paid and performed, which said lien shall be prior and superior to all other liens whatsoever.

Assignment. No assignment or transfer of this lease, or the estate or interest of the lessee hereunder, shall operate to release said lessee from any of the rents, agreements and covenants of this lease to be paid or performed by said lessee.

The grantee or assignee of the reversion shall have all the rights of the lessor under this lease.

Rent, etc., not to cease by destruction of premises. The obligation of the lessee under this lease shall not terminate by reason of injury to or destruction of the buildings or improvements on said premises from any cause, but this lease shall remain in full force and effect.

Forfeiture. If any ground rent, taxes or other assessments or charges or any part thereof, shall not be paid when due or within — days thereafter, without demand made therefor, or if the lessee shall make default in the performance of any of the covenants and agreements on the part of the lessee to be performed, the lessor may at any time thereafter, at his option, enter on said premises and repossess the same and avoid this lease and thereupon this lease shall become null and void.

The lessor hereby covenants and agrees that said lessee shall have peaceable and quiet possession and enjoyment of said premises, and said lessee hereby covenants and agrees to pay all rents, taxes, assessments and other charges, and to perform all the covenants and agreements of this lease to be paid and performed by the lessee.

All the agreements, covenants and conditions of this lease shall inure to and be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

In witness whereof the parties have hereunto set their hands to duplicates hereof the day and year first above written.

Signed and acknowledged

in presence of

—
—

A. B.

C. D.

Certificate of acknowledgment, form No. 1.

No. 641.**PERPETUAL LEASE WITH OPTION TO PURCHASE.**

This Indenture of lease, made this — day of —, A. D. 19—, between A. B. of —, the lessor, and C. D. of —, the lessee, witnesseth: that said lessor, for and in consideration of the rents herein reserved, and the covenants and agreements hereinafter contained, and by the said lessee, his heirs, administrators, executors and assigns, to be paid and performed, does hereby grant, lease, and demise unto the said lessee, his heirs, executors, administrators, and assigns, all the following described real estate situated in the — of —, county of —, and State of Ohio, to wit:

(description of premises).

Habendum. To have and to hold the same, together with the privileges and appurtenances thereunto belonging and appertaining, unto the said lessee, his heirs, executors, administrators and assigns, for and during the full term of — (—) years next ensuing from the — day of —, A. D. 19—, fully to be completed and ended, and renewable forever.

Rent. The said lessee, his heirs, executors, administrators, and assigns, yielding and paying therefor unto the said lessor, his heirs, and assigns, yearly, and every year during this demise, the sum of — dollars (\$—) payable in equal quarterly installments of — dollars (\$—) each on the first day of January, April, July and October in each year, the first to be paid on the first day of —, A. D. 19—; all rents to be payable at —, or such other place in said — of —, as said lessor shall in writing designate.

Covenants of lessee. And the said lessee, for himself and for his heirs, executors, administrators, and assigns, does hereby covenant and agree to and with the said lessor, his heirs, and assigns, as follows, viz:

To well and truly pay the rent above reserved, as above specified; to pay all taxes, rates, charges and assessments, including charges and assessments for roads, streets, sidewalks, sewers, or any other kind of improvements or repairs that may at any time during this demise be levied, rated, charged or assessed on said premises, or any part thereof for any purpose whatsoever.

Not to commit or suffer any waste upon said premises; to

peaceably and quietly deliver up the same to the said lessor, his heirs or assigns, at the expiration of said term, or sooner determination of this lease.

And the said lessor, for himself, and for his heirs, executors, administrators, and assigns, does hereby covenant and agree to and with the said lessee, his heirs and assigns, that, paying the rents and performing the covenants aforesaid, he and they shall and may peaceably and quietly have and enjoy the aforesaid premises, with the appurtenances, for and during the term aforesaid, free from any let or hindrance by any person or persons whatsoever, and further, that (all rents, taxes, and assessments being paid, and all covenants being performed by said lessee, as herein stipulated) said lessor, his heirs, or assigns, will, at any time after the expiration of — years and during the continuance of this lease, convey the said premises to said lessee, his heirs, and assigns, by a good and sufficient deed of general warranty, with release of dower, upon the payment to him or them by said lessee, his heirs or assigns, of the sum of — dollars (\$—) in cash, and upon — days' notice of the exercise of this option being given to said lessor by said lessee.

Provided, however, and these presents are upon these express conditions, that the said lessor, his heirs or assigns, shall have the first lien upon every right and interest of the lessee and all claiming under said lessee to or in the said premises and the improvements thereon, to secure the payment of said rents and the performance of the lessee's covenants herein. That if, at any time, the rent aforesaid reserved, or any part thereof, shall be in arrear, or unpaid, for the space of sixty days after the same shall have become due and payable, and after notice thereof given to said lessee by mail; or, if the said lessee, his heirs, executors, administrators, or assigns, shall fail to pay said taxes, rates, charges, and assessments, or any part thereof, as the same may become payable, or shall fail faithfully to keep and perform any other covenant or agreement herein contained that then, or in either such case, this lease (if the said lessor, his heirs, executors, administrators, or assigns so elect) shall cease, determine, and be void, and it shall be lawful for him or them to

Covenant of lessor.

Option to purchase.

Lien for rent and provision for forfeiture.

enter upon the said premises with the appurtenances, or any part thereof, in the name of the whole, and the same to occupy and repossess as though this demise had not been made.

In witness whereof, the said parties have set their hands hereunto and to a duplicate hereof, on the date first above written.

Signed and acknowledged

in presence of

—
—

A. B.

C. D.

Certificate of acknowledgment, form No. 1.

No. 642.

LEASE BY GUARDIAN.

(Rev. Stats., §§ 6296 to 6301.)

This lease, made this — day of —, 19—, witnesseth: that whereas, on the — day of — 19—, A. B. was duly appointed and qualified as guardian of the persons and estate of M. F. and J. F., minor children of K. F., deceased, late of — county, Ohio, by the probate court of said county; and afterwards, to wit: on the — day of —, 19—, said A. B., as guardian, filed his certain petition and then and thereby commenced an action in the probate court of — county, Ohio, against the said M. F. and J. F. and numbered on the docket of said court as case No. —, praying, among other things, for an order authorizing him to lease certain real estate therein mentioned and hereinafter described, on the terms and for the time hereinafter contained and set forth.

And whereas, such proceedings were had in said action, that on the — day of —, 19—, said court appointed —, —, and —, three disinterested freeholders of said — county, the county in which said real estate is situate, none of whom are of kin to said A. B., to view the premises and report under oath their opinion of the probable cost of the improvements proposed, whether the same and the proposed lease would be for the best interest of said M. F. and J. F., and if so, upon what terms said lease should be made;

And whereas, such further proceedings were had in said action, that on the — day of —, 19—, on the final hearing, the report of said freeholders being in favor of the lease, and the

court, being of the opinion that it will be to the advantage of said M. F. and J. F. to improve and lease said real estate, and that such lease is necessary to secure the improvements and increase the rents, and that such increase is needed for the support and education of said M. F. and J. F. (or, to pay the liabilities of said M. F. and J. F., or, to pay liens, or other claims against the estate of said M. F. and J. F.) and that by such lease a sale of real estate for said purposes may be prevented, thereupon authorized and ordered said guardian to make and execute a lease on the terms and manner herein contained, and being the terms recommended by said freeholders.

Now therefore, the said A. B., guardian of said M. F. and J. F., in consideration of the premises and of such order of said court, and of the powers vested in him as such guardian by law, and in consideration of the rents and covenants hereinafter stipulated to be paid and performed by C. D., of —, does hereby let and lease unto the said C. D., his executors, administrators and assigns, the following described premises, to wit:

(description of premises).

To have and to hold the same, with the appurtenances, unto the said C. D., his executors, administrators and assigns, for and during the full term of — years, beginning on the — day of —, 19—, and ending on the — day of —, 19—, as fully and completely as the said A. B., guardian as aforesaid, by virtue of said order, and of the statute made and provided for such cases, might or should execute this lease.

Covenants of lessee. Said C. D. for himself and his executors, administrators and assigns, in consideration of the premises, does hereby covenant and agree with said A. B., as guardian, as follows:

(a) that he will pay for said premises the — rent of — dollars (\$—) payable in — instalments of — dollars (\$—) each, on the — day of —. All such rent being payable at —.

(Insert such further covenants as may be desired, contained in the various forms of leases in this chapter.)

Provided, however, that when both said M. F. and J. F. shall arrive at full age, to wit: on the — day of —, 19—, then this lease shall determine, unless the said M. F. and J. F. shall then

Provision for termination at majority or death of wards, etc.

confirm this lease. And provided further, that in case of the death of both said M. F. and J. F., this lease shall determine, unless their legal representatives shall then confirm the same.

And provided further, that if said rent, or any part thereof, shall at any time be in arrear and unpaid, and without any demand being made therefor, or if said C. D., or his assigns, shall fail to keep and perform any of the covenants, agreements and conditions of this lease, on his part to be kept and performed, or if said C. D. shall be adjudged a bankrupt, or shall make an assignment for the benefit of creditors, or if the interest of said lessee herein shall be sold under execution or other legal process, it shall be lawful for said guardian, his successors in trust or assigns, to enter into said premises and again have, repossess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of said guardian to be done and performed shall cease, determine, and be utterly void: without prejudice, however, to the right of said guardian to recover from said C. D., or assigns, all rent due up to the time of such entry.

In witness whereof, said A. B. as such guardian and said C. D. have set their hands to duplicates hereof the day and year first above written.

Signed and acknowledged _____

in presence of _____

Certificates of acknowledgment, forms Nos. 4 and 1.

No. 643.

LEASE OF RAILROAD.

(Rev. Stats., §§ 3300 to 3305.)

This indenture of lease made this _____ day of _____, 19____, by and between The A. B. Railroad Company, a corporation of the State of Ohio, party of the first part, and The C. D. Railroad Company a corporation of the State of _____, party of the second part, witnesseth:

Whereas the party of the first part is the owner of the railroad property and franchises hereinafter mentioned and described, and whereas the railroad so owned by the party of the first part extends from — in the State of — to — in the State of —, where it connects with the railroad of the party of the second part and includes various branches and leased lines, appurtenances, easements, rights of way, rolling stock, and all other equipment commonly possessed by railroad companies, all of which is hereinafter more particularly described; and, whereas, the party of the second part owns and operates a railroad which together with leased lines and branches constituting what is known as the X. Y. system extends from — in the city of — to — aforesaid where it connects with the railroad of the party of the first part, the said railroads being non-competitive, and with their connections constituting a through line from — to —;

And whereas, the stockholders of The A. B. Railroad Company at a meeting duly called for the purpose by its directors, and held on the — day of —, A. D. 19—, by resolution duly passed by the affirmative vote of the holders of more than two-thirds of the capital stock of said company, instructed its directors to lease its said railroad to said The C. D. Railroad Company, in the terms and form of this indenture, and duly assented to this lease, and whereas, the board of directors of said The A. B. Railroad Company, at a meeting duly held in the city of —, Ohio, on the — day of —, 19—, at which all of its directors were present, duly resolved to lease its said railroad to said The C. D. Railroad Company, in the terms and form of this indenture and as instructed by the stockholders of said A. B. Railroad Company.

And whereas, the stockholders of The C. D. Railroad Company, at a meeting duly called for the purpose by its directors and held on the — day of —, A. D. 19—, by resolution duly passed by the affirmative vote of the holders of more than two-thirds of the capital stock of said company instructed its directors to lease the railroad of said The A. B. Railroad Company, in the terms and form of this indenture, and duly assented to this lease, and whereas the board of directors of said The C. D. Railroad Company, at a meeting duly held in the city of —, Ohio, on the — day of —, A. D. 19—, at which all of its directors

were present, duly resolved to lease said railroad from said The A. B. Railroad Company in the terms and form of this indenture and as instructed by the stockholders of said The C. D. Railroad Company.

Now therefore, in consideration of the premises and of the rent to be paid and the covenants and undertakings to be performed by the party of the second part hereinafter set forth, the party of the first part doth hereby demise and lease unto the party of the second part, its successors and assigns, for the term of ninety-nine (99) years, commencing on the — day of —, 19—, the aforesaid railroad of the party of the first part extending from — aforesaid to — aforesaid, with all the tenements, hereditaments, and appurtenances, rights of way, easements and all other rights appertaining thereto, also the — Branch and — Branch together with all other branch roads of the party of the first part; also all telegraph lines and property and all rights of the party of the first part therein for the term of years for which they are respectively held by the party of the first part, and for any renewal or renewals of such term and terms, also the following leasehold interests and estates; that is to say, the leasehold estate of the party of the first part in and to the railroads, property and franchises of The E. F. & G. H. Railway Company including all rights and property heretofore acquired by the last mentioned company and the party of the first part under and through the following railroad companies, to wit: —.

Also any and all other lands, docks or property now held by the party of the first part for any term of years, also all and singular the rolling stock and equipment of every kind and description in the possession of the party of the first part, wherever the same may be situated, also all the buildings, houses, machine shops, other shops, machinery, tools, implements and all other property of every kind and description in the possession of the party of the first part for use upon or in connection with the railroads aforesaid or any of them, also all the corporate franchises of the party of the first part necessary and proper to be held and enjoyed by the party of the second part to efficiently possess, enjoy and protect the premises and property herein and hereby demised. All railroad supplies on hand when this lease takes effect shall be turned over to the party of the

second part and the party of the first part does hereby assign to the party of the second part all executory contracts held by the party of the first part relating to the use and operation of the railroad and property hereby leased.

In consideration of the premises, as rental of and for the premises hereby demised, the party of the second part covenants and agrees to assume the aforesaid leases under which part of the premises aforesaid are held and possessed by the party of the first part, and to perform all the obligations thereof according to their tenor; to assume and perform according to the tenor thereof the obligations of the following equipment trusts of which the party of the second part has and takes full notice, namely, the so-called — Equipment trust of 19—, and the — Equipment trust of 19—; to assume and pay the interest as and when it becomes payable upon the existing prior lien mortgage of and upon the above described premises to The — Trust Company, Trustee, securing a bond issue of — dollars (\$—): to maintain at its own expense the corporate organization of the party of the first part, to pay all taxes due or to become due in respect to the herein demised premises, and to perform all the obligations now or hereafter imposed by law upon the party of the first part: to pay, in addition to the sums of money to be paid in fulfillment of the obligations assumed as aforesaid, the further sum of — dollars (\$—) in gold coin per annum, as net rental, payable semi-annually on the first day of January and July of each year. The party of the second part further covenants and agrees at its own expense to maintain, by all needful repairs and renewals, the plant, rolling stock and equipment of the demised premises up to its present standard of efficiency and repair, and to render to the trustees of the Equipment trusts hereinbefore mentioned an annual statement of the condition of the property included in the said trusts, with a detailed list of all property included therein, showing the cars, engines and hoists destroyed and replaced each year with the numbers of each affixed thereto, and generally in respect of all matters relating to the operation and maintenance of railroads to keep the demised premises up to the standard of efficiency generally prevailing from time to time on trunk lines in respect of roadbed, rolling stock and otherwise.

Provided, however, that if said rent, or any part thereof, shall

at any time be in arrear and unpaid, and without any demand being made therefor, or if said party of the second part, its successors or assigns, shall fail to keep and perform any of the covenants, agreements or conditions of this lease, on its part to be kept and performed, said party of the first part, its successors or assigns, may enter into and upon said premises and again have, re-possess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of said party of the first part to be done and performed shall cease, determine and be utterly void; without prejudice, however, to the right of said party of the first part to recover from said party of the second part, its successors or assigns, all rent due up to the time of such entry.

In witness whereof the said The A. B. Railroad Company and said The C. D. Railroad Company have caused their corporate seals to be affixed and their corporate names to be subscribed to duplicates hereof by their respective presidents, the day and year first above written.

Signed, sealed and acknowledged

in presence of

—

—

The A. B. Railroad Company.

By — President.

[corporate seal.]

Attest — Secretary.

The C. D. Railroad Company.

By — President.

[corporate seal.]

Attest — Secretary.

Certificates of acknowledgment, form No. 3.

STATUTORY FORMS IN OTHER STATES.

No. 644.

MARYLAND.

(Form prescribed, Public Gen. Laws, 1904, Art. 21, § 63, p. 521.)

This lease, made this — day of —, in the year —, between — and —, witnesseth: that the said — doth lease unto the said —, his personal representatives and assigns, (here describe property), for the term of — years, beginning on the — day of — in the year —, and ending on the

— day of —, in the year —; the said — paying therefor the sum of — dollars, on the — day of —, in each and every year.

Witness their hands and seals.

— [SEAL]

— [SEAL]

Certificate of acknowledgment, form No. 62 *et seq.*

No. 645.

VIRGINIA.

(Form prescribed, Code, 1904, § 2440.)

This deed, made the — day of —, in the year —, between (here insert the names of parties) witnesseth: that the said — doth (or do) demise unto the said —, his personal representatives and assigns, all, etc. (here describe the property) from the — day of —, for the term of — thence ensuing, yielding therefor during the said term the rent of (here state the rent and mode of payment), Witness the following signature and seal (or signatures and seals).

— [SEAL]

No. 646.

WEST VIRGINIA.

(Form prescribed, Code, 1906, § 3051.)

This deed, made the — day of —, in the year —, between (here insert the names of the parties), witnesseth: that the said — doth (or do) demise unto the said —, his personal representatives and assigns, all etc. (here describe the property), from the — day of —, for the term of — thence ensuing, the said — (the lessee) paying to the said — (the lessor) therefor, during said term, the rent of (here state the rent and mode of payment).

Witness the following signature and seal (or signatures and seals).

— [SEAL]

CHAPTER XXVIII.

LETTERS OF CREDIT.

NOTE.

A letter of credit is a letter of request whereby one person requests some other person to advance money or give credit to a third person, and promises to repay the same to the person making the advancement, or to accept a draft or drafts drawn upon the writer.¹

If the letter is addressed to a particular person it is called a special letter of credit.

If addressed to all persons in general, it is called a general letter of credit.

¹ Anderson's Dictionary of Law.

FORMS IN THIS CHAPTER.

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648. General letter of credit.....	758
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No. 647.

SPECIAL LETTER OF CREDIT.

To the — Bank. — Ohio —, 19—.

Gentlemen: —

We hereby agree to accept and pay, at maturity, any draft or drafts at — days' sight drawn on us by — of —, to the extent of — dollars (\$—).

No. 648.

GENERAL LETTER OF CREDIT.

— Ohio —, 19—.

To whom it may concern:—

The A. B. Company will accept and pay, at maturity, any

draft or drafts at — days' sight drawn on it by — of —
to the extent of — dollars (\$—).

The A. B. Company.

By — President.

No. 649.

TRAVELER'S CIRCULAR LETTER OF CREDIT.

Addressed to the correspondents of

A. B., C. D. & E. F.

New York — 19—.

No. —

£ —

Gentlemen:

We beg to introduce and to commend to your kind attention M. — to whom you will please furnish funds in sums as required up to the aggregate amount of — pounds sterling against the Holder's sight drafts on — Bank, Limited, London, each draft to be plainly marked as "Drawn under A. B., C. D. & E. F.'s Letter of Credit No. —"

We request you to buy such drafts at the rate at which you purchase demand drafts on London, and we engage that these drafts will meet with due honor in London if negotiated not later than —, 19—, under the condition that the amounts thus negotiated have been inscribed on the back of this letter. The letter itself must be attached to the draft which exhausts the credit.

Please see to it that the drafts be signed in your presence and carefully compare the signature with the one affixed to the letter of indication issued in conjunction with this letter of credit.

We are, Gentlemen, your Obedient Servants,
A. B., C. D. & E. F.

CHAPTER XXIX.

LICENSES RELATING TO REAL ESTATE.

NOTE.

A license, as a term of the law of real property, is an authority to do a particular act, or series of acts, upon the land of another, without possessing any estate therein.¹

When a license has been executed, and the licensee has incurred expense thereunder, the license is irrevocable.²

¹ Paper Co. v. Hydraulic Co., 15 C. C. 118 (121).

² Miller v. Brown, 33 O. S. 547.

FORMS IN THIS CHAPTER.

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No. 650.

LICENSE TO LAY PIPES.

In consideration of — dollars (\$—) in hand paid, the receipt of which is hereby acknowledged, I, A. B. of —, do hereby grant to the C. D. Company, its successors and assigns, the right to lay, maintain, operate, repair and remove — (description of pipes).

over and through the following described real property, to-wit:
(description of property)

The said pipes shall be laid (description of course of pipes) and shall be buried — feet.

Provided however, all damages to crops, fences and sidewalks caused by laying, operating or removing said pipe line, shall be paid by said The C. D. Company.

In witness whereof the said A. B. has hereunto set his hand
this — day of —, A. D., 19—.

Signed and acknowledged
in presence of

A. B.

—
—

Certificate of acknowledgment, form No. 1.

No. 651.

LICENSE TO CONSTRUCT TELEPHONE OR TELE-
GRAPH LINES.

Know all men by these presents, that, I, A. B., of — Ohio,
for the consideration hereinafter expressed, do hereby grant unto
The — Telephone Company of — Ohio, the right to erect,
construct, operate and perpetually maintain its lines of telephone
and telegraph, with all necessary poles, wires and appurtenances,
including guy and brace poles, over and upon the following de-
scribed real property, to-wit:

(description of property)

and also, the right to trim or fell any trees along the said lines
necessary to keep the wires clear thereof for a space at least —
inches: and also, the right to attach all necessary guy wires to
trees along said line.

In consideration for the rights herein granted, said The —
Telephone Company, by its acceptance hereof, hereby agrees to
pay the sum of — for each and every pole located on said prem-
ises, payable whenever and as soon as the number of poles to be so
placed shall be ascertained.

In witness whereof I have hereunto set my hand this — day
of —, 19—.

Signed and acknowledged
in presence of

A. B.

—
—

Certificate of acknowledgment, form No. 1.

No. 652.**LICENSE TO ERECT TELEPHONE POLE AND LAY
CONDUITS.**

Know all men by these presents, that I, A. B. of — Ohio, for the considerations hereinafter expressed, do hereby grant unto The — Telephone Company of — Ohio, its successors and assigns, the right and privilege of erecting and maintaining upon the following described premises, to-wit:

(description of property)

an underground conduit and cable, and *one* distributing pole for telephone wires connected with the system maintained by said company, with the wires reaching therefrom in such manner as may be necessary to connect the telephones of its subscribers with its exchange (for the term of — () years from the date hereof) provided that such conduit, cable and distributing pole and wires shall be so placed and maintained as not to unnecessarily interfere with any building or buildings now or hereafter placed upon said premises.

All to be in accordance with the blue print diagram hereto annexed marked "Exhibit A" and made part hereof.

As a consideration for the right herein granted said The — Telephone Company, by its acceptance hereof, agrees to pay the sum of — dollars (\$—) per year, payable yearly in advance during the term hereof.

In witness whereof I have hereunto set my hand this — day of —, 19—.

Signed and acknowledged
in presence of

A. B.

—
—

Certificate of acknowledgment, form No. 1.

CHAPTER XXX.

MECHANICS' LIENS.

NOTE.

Lien under contract with owner.

Every person who shall do or perform any work or labor upon or furnishes machinery, material, or fuel for constructing, altering, or repairing a boat, or vessel, or other water craft, or for erecting, altering, repairing or removing a house, mill, manufactory, or any furnace or furnace material therein, or other building, appurtenance, fixture, bridge, or other structure, or for digging, drilling, boring, operating, completing or repairing of any gas well, oil well, or any other well, or performs labor in altering, repairing, or constructing any oil derrick, oil tank, oil or gas pipe line, or furnishes tile for the drainage of any lot or land by virtue of a contract, expressed or implied, with the owner, part owner or lessee, of any interest in real estate or the authorized agent of the owner, part owner, or lessee of any interest in real estate, shall have a lien to secure payment of the same upon such boat, vessel, or other water craft, or upon such house, mill, manufactory, furnace, or other building, or appurtenance, fixture, bridge or other structure, or upon such gas well, oil well, or any other well, or upon such oil derrick, oil tank, oil or gas pipe line, and upon the material or machinery so furnished, and upon the interest, leasehold or otherwise, of the owner, part owner, or lessee in the lot or land upon which the same may stand, or to which the same may be removed.¹

Filing of lien.

Such person, in order to obtain such lien, shall within four months from the time of completion of such labor, or furnishing such machinery, material or fuel, file with the recorder of the county where the labor was performed, or the machinery or the material or fuel furnished, an affidavit containing an itemized statement of the value and amount of such labor, machinery, material or fuel, and a description of any promissory note or notes given for such labor, machinery, material or fuel, or any part thereof, with all credits or offsets thereon, a copy of the contract, if it is in writing, a statement of the amount and times of payments to be made thereunder and a description of the land on which the gas well, oil well, or other wells are situated, or the land on which the house, mill, furnace, manufactory, or other building or appurtenance, fixture, bridge, or other structure may stand, or to which it may be removed,

¹ Rev. Stats. § 3184.

or on which such tile for drainage purposes may have been used; and the same shall be recorded in a separate book to be kept therefor, and shall operate as lien from the date of the first item of the labor performed, or the machinery, material or fuel furnished, upon or toward the property designated in Rev. Stats. § 3184 and the interest of the owner in the lot or land upon which the same may stand, or to which it may be removed, for six years from and after the date of the filing of such attested statement. If any action be brought to enforce such lien within that time, the same shall continue in force until the final adjudication thereof; and there shall be no homestead or other exemption against any such lien. Such person so filing the affidavit herein provided shall, within thirty days thereafter, notify the owner of the property, his agent or attorney that he claims such lien, and if he fail to do so, the lien so secured shall be null and void.²

Subcontractor's lien on moneys due to principal contractor: how acquired. Any subcontractor, material man, laborer or mechanic, who has performed labor or furnished material, fuel or machinery, who is performing labor, or furnishing material, fuel, or machinery, or who is about to perform labor, or furnish material, fuel or machinery for the construction, alteration, removal, or repair of any property, appurtenance or structure, as described in Rev. Stats. §§ 3184 and 3186, or for the construction, improvement, or repair of any turnpike, road improvement, sewer, street or other public improvement, or public building provided for in a contract between the owner, or any board, officer or public authority and a principal contractor, and under a contract between such subcontractor, material man, laborer or mechanic and a principal contractor or subcontractor, may, at the time of beginning to perform such labor or furnish such material, fuel or machinery, or at any time thereafter, not to exceed four months from the performance of such labor or the delivery of such machinery, fuel or material, file with the owner, board or officer, or the authorized clerk or agent thereof, a sworn and itemized statement of the amount and value of such labor performed, and to be performed, material, fuel or machinery furnished, containing a description of any promissory note or notes that may have been given by the principal contractor or subcontractor on account of said labor, machinery or material, or any part thereof, with all credits and set-offs thereon.³

After notice; owner to retain payments, from principal contractor. Upon receiving the notice required by Rev. Stats. § 3193, such owner, board or officer or public authority or authorized clerk, agent or attorney thereof, shall detain in his hands, all subsequent payments from the principal or subcontractor, to secure such claims and the claims and estimates of other subcontractors, material men, laborers, mechanics, or persons furnishing materials to or performing labor for any contractor or subcontractor who may intervene before the next subse-

² Rev. Stats. § 3185.

³ Rev. Stats. § 3193.

quent payment under the contract, or within ten days thereafter.⁴

Filing of statement with county recorder. Such subcontractor, material man, mechanic, laborer or person so filing his statement with the owner, board, officer, or authorized clerk or agent or attorney thereof, shall, in order to notify his fellow subcontractors, material men, mechanics and laborers, at the same time file a copy thereof with the recorder of the county where such property is situate, which, if he fail to do, the filing of the notice with the owner, board, officer, or authorized clerk, agent or attorney thereof shall give him no preference over other claimants.⁵

Lien of subcontractor on premises, how acquired. If out of subsequent payments, as they severally fall due under the contract, and for ten days thereafter, the owner or his authorized agent neglect or refuse to pay, when due, the whole or a pro rata amount, as the case may be, of the sworn statement or estimate of any subcontractor, material man, laborer, or mechanic, such subcontractor, material man, laborer or mechanic shall file, within four months thereafter, with the recorder of the county wherein the property is situate, an affidavit containing an itemized statement and description of any note with the amount and value of such labor, machinery, or material with all credits and set-offs thereon, together with the statements required by Rev. Stats. § 3185 or § 3187, as the case may be, from principal contractors, and shall thereby have a lien to secure the payment of such claim upon the boat, vessel, or other water craft, or upon the house, mill, manufactory, building, appurtenance, fixture, bridge, or other structure or gas well, oil well or other well upon which the labor was done, or machinery or material were furnished, and upon the interest of the owner in the lot of land on which the same stands, or to which it may be removed, which lien shall date back to the date of the furnishing of the first item of such labor, machinery or material and have the same operation, effect and duration, and be subject to the same obligation with respect to the owner, as the lien of a head contractor in similar cases.⁶

⁴ Rev. Stats. § 3194.

⁵ Rev. Stats. § 3195.

⁶ Rev. Stats. § 3201.

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No. 653.

AFFIDAVIT FOR MECHANICS' LIEN.

(Rev. Stats. § 3185.)

State of Ohio }
 ——— County } ss.

A. B., being first duly sworn according to law, says (or, E. F., being first duly sworn according to law, says that he is agent (or attorney) for A. B., and) that the account hereto annexed, marked "Exhibit A" and made part hereof, is a true and correct statement of the value and amount of labor performed and materials (machinery and fuel) furnished by said A. B. to and for C. D., in said county, together with the dates of performing and furnishing the same, and with all credits and offsets thereon. That there is now due and unpaid thereon the sum of ——— dollars (\$——).

That said labor was performed and said materials (machinery and fuel) were furnished, at the times mentioned in said statement, under and by virtue of a ——— (written or verbal) contract between said A. B. and said C. D., who was then the owner of the land hereinafter described. (If the contract is written, copy it into the affidavit or annex it as "Exhibit B," if verbal, recite it, in substance, with a statement of the amount and times of payment to be made thereunder.)

That no promissory note or notes have been given to said A. B. for said labor and material (and machinery and fuel), or any

part thereof. (If promissory notes were given, describe the same, as that said C. D. gave to the said A. B. for such labor and material (machinery and fuel) his certain promissory note dated —, 19—, for \$— with interest at — per cent. per annum, due —, 19—, on which note there are no credits or off-sets), (or if credits, etc., exist, state the same).

That said labor was performed and said materials (machinery and fuel) were furnished in good faith for the purpose of, and were actually applied for and toward, and used in, the construction (erection, alteration, repair or removal) of a certain — (dwelling house, or business block, etc.) standing on the hereinafter described land.

That said C. D. was, at the time said contract was made and said labor was performed and said materials (machinery and fuel) were furnished, the owner of said premises, and that said building is situated upon the following described lot of land owned by said C. D., to-wit:

Situated in the — of —, county of —, and State of Ohio.

(description of property).

Said A. B. is the owner of the claim hereinbefore described, and claims a lien on the premises aforesaid, under the laws of the State of Ohio, from the date of the first item in said statement, to-wit: the — day of —, 19—, for said sum of \$—.

A. B.

(or, E. F.)

Sworn to before me by said — and by him subscribed in my presence, this — day of —, 19—.

Notary Public.

No. 654.

NOTICE TO OWNER OF FILING OF LIEN.

(Rev. Stats. § 3185.)

To C. D.:

You are hereby notified that on the — day of —, 19—, the undersigned filed with the recorder of — county, Ohio, for record an affidavit containing an itemized statement of my claim of \$—, for labor performed and materials (machinery and

fuel) furnished for and towards the construction (erection, alteration, repair or removal) of your building standing on the following described lot of land:

(description of land).

I hereby claim a lien on said premises from the — day of —, 19—, to secure said sum.

A. B.

—, Ohio —, 19—.

No. 655.

NOTICE TO LIENHOLDER TO COMMENCE SUIT.

(Rev. Stats. § 3191.)

To A. B.:

You are hereby notified to commence suit, within sixty days, upon the lien taken and claimed by you, recorded in volume —, page — of the mechanics lien records of — county.

C. D.

— Ohio —, 19—.

No. 656.

AFFIDAVIT BY SUBCONTRACTOR FOR LIEN ON FUNDS PAYABLE TO CONTRACTOR (ATTESTED ACCOUNT).

(Rev. Stats. § 3193.)

To C. D.:

You are hereby notified that whereas, by a contract dated —, 19—, A. B., as principal contractor, agreed with you to construct (alter, repair, or remove) a certain — (dwelling house, etc.) on premises owned by you, situated in the — of —, county of —, and State of Ohio, and known — (description of property).

to which contract reference is hereby made, and,

Whereas, G. H. by a — (written, or verbal) contract made on —, 19—, with the said A. B., agreed, as subcontractor, to perform certain labor and to furnish certain materials (machinery and fuel) for and towards the construction (alteration, removal, or repair) of your said building, to wit: (recite in substance the subcontract between G. H. and A. B.)

Now, in pursuance of said contract with A. B., the said G. H. has performed and furnished (or is about to perform and furnish) the labor and materials (machinery and fuel) so agreed to be performed and furnished, an itemized statement of the amount and value of which, with all credits and set-offs thereon, is hereto annexed, marked "Exhibit A," and made a part hereof.

That no promissory note or notes have been given to said G. H. on account of said labor and material (machinery and fuel). (If promissory notes were given, describe the same, with all credits and off-sets.)

The said G. H. claims a lien under the laws of the State of Ohio on all payments due or hereafter to become due to said A. B. from you, under said contract, to secure said amount of \$—.

G. H.

State of Ohio }
 — County } ss.

G. H. being first duly sworn according to law says that the statements contained in the foregoing notice and exhibit are all true.

G. H.

Sworn to before me by said G. H. and by him subscribed in my presence this — day of —, 19—.

 Notary Public.

AFFIDAVIT OF SERVICE OF FOREGOING NOTICE.

State of Ohio }
 — County } ss.

X. Y., being first duly sworn according to law, says that the within (or foregoing) notice is a true and full copy of the notice, exhibit, and affidavit, which was personally served by affiant upon C. D., by delivering the same to said C. D., on the — day of —, 19—.

X. Y.

Sworn to before me by said X. Y. and by him subscribed in my presence this — day of —, 19—.

 Notary Public.

No. 657.

AFFIDAVIT BY SUBCONTRACTOR FOR LIEN ON
MONEYS PAYABLE BY OWNER TO CONTRACTOR,
ANOTHER FORM.

(Rev. Stats. § 3193.)

—, Ohio, —, 19—.

— (name of owner):

Dear Sir: You are hereby notified that in pursuance of a (verbal, or, written) contract entered into between A. B. (principal contractor) and G. H. (sub-contractor) on the — day of —, 19—, (a copy of) which is as follows: (copy of contract, if in writing; if verbal, substance thereof.)

I, G. H. have furnished (or am about to furnish) the materials and labor therein provided for, an itemized statement of the amount and value of which is hereto attached, marked "Exhibit A" and made a part hereof, in and towards the construction of the — (kind of structure) described, and contracted for between yourself and the said A. B. as principal contractor as per your (verbal, or, written) contract with him, a copy of which you have, to which reference is here made, as follows: (substance of contract) on the premises owned by you, situate in the county of —, State of Ohio, — (description of premises).

The following promissory notes have been given by said (principal contractor or subcontractor, according to fact) on account of said labor (machinery, fuel) or material, or any part thereof with all credits and set-offs thereon. (description of same.)

Said G. H. claims a lien on all payments due or to become due to A. B. from yourself under said contract, in accordance with Section 3193, Revised Statutes of Ohio.

G. H.

State of Ohio }
— County } ss.

G. H., being duly sworn, says that the statements of the foregoing notice and the exhibit therein referred to and made a part thereof are true in substance and in fact.

G. H.

Sworn to and subscribed to before me this — day of —,
A. D. 19—.

Notary Public.

AFFIDAVIT OF SERVICE OF FOREGOING NOTICE.

State of Ohio, }
— County } ss.

X. Y., being first duly sworn, says that the foregoing is a full and true copy of the notice, exhibit and affidavit personally served upon said C. D. by affiant, by delivering the same to him at — o'clock —. M., on the — day of —, 19—.

Sworn to and subscribed before me this — day of —, 19—.

No. 658.

NOTICE BY OWNER TO CONTRACTOR OF FILING OF ATTESTED ACCOUNT.

(Rev. Stats. § 3198.)

To A. B.:

You are hereby notified that on — day of —, 19—, a statement, of which the annexed is a true copy, was filed with me, to secure a lien upon payments to be made to you.

C. D.

—, Ohio, —, 19—.

No. 659.

AFFIDAVIT FOR LIEN ON LAND OF ABUTTING OWNER, FOR SIDEWALK, SEWERS, ETC.

(Rev. Stats. §§ 3186, 3187.)

State of Ohio }
— County } ss.

A. B., being duly sworn according to law (or E. F., being duly sworn according to law, says that he is agent of (or attorney for) A. B., and) that the account hereto annexed, marked "Exhibit A" and made a part hereof, is a true and correct statement of the amount and value of labor performed and materials (or machinery) furnished, by said A. B., to and for C. D., in said county, together with the dates of performing and furnishing the same, and with all credits and off-sets thereon: that there is now due and unpaid thereon the sum of — dollars (\$—).

That said labor was performed and said materials (and machinery) were furnished, at the times mentioned in said statement, under and by virtue of a private written (or verbal) contract between the said A. B. and the said C. D., who was then the owner of the land hereinafter described. (If the contract is written, copy it into the affidavit, or annex it as "Exhibit B"; if verbal, recite it, in substance, with a statement of the amount and times of payment to be made thereunder.)

That no promissory note or notes have been given to said A. B. for said labor and material (and machinery), or any part thereof. (If promissory notes were given, describe the same.)

That said labor was performed and said materials (and machinery) were furnished in good faith for the purpose of, and were actually applied for and toward, and used in, the construction (alteration, or repair) of a certain sidewalk (sewer, ditch, etc.) abutting upon the following described land, of which the said C. D. is the owner, to wit:

(description of land.)

Said A. B. estimates the amount of said claim chargeable to each foot front along the line of said improvement at — dollars per foot.

Said A. B. is the owner of the claim, hereinbefore described, and claims a lien upon the premises, hereinbefore described, under the laws of the State of Ohio, from the date of the first item in said statement, to wit: the — day of —, 19—, for said sum of \$—.

A. B.

(or, E. F.)

Sworn to before me by said — and by him subscribed in my presence this — day of —, 19—.

Notary Public.

No. 660.

AFFIDAVIT FOR LIEN ON CONTIGUOUS LOTS.

(Rev. Stats. §§ 3184d, 3185.)

(Use form No. 653, omitting the fourth paragraph and inserting the following:)

That said labor was performed and said materials (machinery

and fuel) were furnished in good faith for the purpose of, and were actually applied toward, and used in, the construction, (erection, alteration, removal or repair) of — (state number of buildings) certain — (dwelling houses, etc.) standing upon the hereinafter described lots of land, which said lots are contiguous to each other.

No. 661.

AFFIDAVIT FOR LIEN ON COAL MINES.

(Rev. Stats. § 3184a.)

State of Ohio }
 —County } ss.

A. B., being first duly sworn according to law, says that the account hereto annexed, marked "Exhibit A" and made part hereof, is a true and correct statement of the value and amount of labor performed by said A. B., in mining coal, and removing the same from the mines (or other manual labor connected therewith) to and for The C. D. Mining Company, in said county, together with the dates on which same was performed and with all credits and offsets thereon.

That said labor was performed under and by virtue of a verbal (or, written) contract between said A. B. and said The C. D. Mining Company, which was then owner of the mine or mines hereinafter described. (If the contract is written, copy it into the affidavit, or annex it as "Exhibit B," if verbal, recite it, in substance, with a statement of the amount and times of payment to be made thereunder.)

That no promissory note or notes have been given to said A. B. for said labor, or any part thereof. (If promissory notes were given, describe the same.)

That said The C. D. Mining Company was, at the time said contract was made and said labor performed, the owner (or lessee) of the — (name) — Mines, (or, was operating the — (name) — Mines) in the township of —, county of —, and State of Ohio, and (description of mine).

That said The C. D. Mining Company was, at all of said times, the owner of the following described personal property used in conducting the business of mining coal, to wit: —

Said A. B. is the owner of the claim, hereinbefore described,

and claims a lien upon said mines and said personal property, from the date of the first item in said statement, to wit: the — day of —, 19—, for said sum of \$—.

A. B.

Sworn to before me by said A. B. and by him subscribed in my presence this — day of —, 19—.

Notary Public.

No. 662.

CERTIFICATE OF SATISFACTION OF MECHANIC'S
LIEN.

(Rev. Stats. § 3190.)

I, A. B., of —, Ohio, do hereby certify that the amount claimed in the affidavit for a lien upon the premises of C. D. filed by me with the recorder of — county, Ohio, and recorded in Mechanic's Lien record, volume —, page —, has been fully paid and satisfied and the recorder is authorized to discharge the same of record.

A. B.

—, Ohio, —, 19—.

No. 663.

NOTICE TO LIENHOLDER TO SATISFY LIEN OF
RECORD.

(Rev. Stats. § 3190.)

To A. B.:

You are hereby requested to file with the recorder of — county, Ohio, within ten days hereafter a certificate of satisfaction of the lien on my property situate on — Street in the city of —, Ohio, taken by you by affidavit filed with said recorder and recorded in Mechanics' Lien book, volume —, page —; the same having been fully satisfied.

Otherwise you will be liable for all damages arising from your failure so to do.

C. D.

—, Ohio, —, 19—.

No. 664.

AFFIDAVIT BY SUBCONTRACTOR FOR LIEN ON
PREMISES.

(Rev. Stats. § 3201.)

State of Ohio }
 ——— County } ss.

G. H., being first duly sworn according to law, says that the account hereto annexed, marked "Exhibit A" and made a part hereof, is a true and correct statement of the value and amount of labor performed and materials (machinery and fuel) furnished by said G. H. to and for A. B., in said county, together with the dates of performing and furnishing the same, with all credits and offsets thereon: that there is now due and unpaid thereon the sum of ——— dollars (\$——).

That said labor was performed and said materials (machinery and fuel) were furnished, at the times mentioned in said statement, under and by virtue of a ——— (written, or verbal) contract between said G. H. and said A. B. (If the contract is written annex it as "Exhibit B," if verbal, recite it, in substance, with a statement of the amount and times of payment to be made thereunder.)

That no promissory note or notes have been given to said A. B. for said labor and material (and machinery and fuel), or any part thereof. (If promissory notes were given, describe the same.)

That said labor was performed and said materials (and machinery and fuel) were furnished in good faith for the purpose of, and were actually applied for and toward, and used in, the construction (erection, alteration, repair or removal) of a certain ——— (dwelling house, or, business block, etc.) by the said A. B., under and by virtue of a contract with C. D., the owner of the premises hereinafter described. (If the contract between the owner and principal contractor is written, annex a copy as "Exhibit C," if verbal, recite it, in substance.)

That said ——— (dwelling house, or, business block, etc.) is standing upon the following described land owned by said C. D., to wit:

(description of land).

That on the ——— day of ——— 19—, the said G. H. served upon

the said C. D. a sworn and itemized statement of said labor and materials (and machinery and fuel) performed and furnished and to be performed and furnished to said A. B., with the amount and value thereof as set forth above and in the exhibit hereto annexed marked "Exhibit A" and made a part hereof, and that on —, 19—, said G. H. filed a copy thereof with the recorder of — county, Ohio.

That said claim was not disputed by said A. B. (if disputed, state that fact and also the settlement or adjudication of said dispute).

That the said C. D. neglected and refused to pay to said G. H. the amount of said statement, or any part thereof, out of the subsequent payments as they became due, under the contract between said A. B. and said C. D., and for ten days thereafter, whereby the said G. H. claims a lien on the above described premises from the date of the furnishing of the first item of such labor and materials (and machinery and fuel) to wit: the — day of —, 19—, for said amount of \$—.

G. H.

Sworn to before me by said G. H. and by him subscribed in my presence this — day of —, 19—.

_____,
Notary Public.

No. 665.

AFFIDAVIT BY LABORER FOR LIEN.

(Rev. Stats. §§ 3206a, 3206b.)

State of Ohio, }
— County, } ss.

A. B., being first duly sworn according to law, says that the account hereto annexed is a true and correct statement, with all credits and offsets thereon, of the amount, kind and value of the manual labor performed by said A. B. for C. D., pursuant to a contract with said C. D. (or, that the result of such labor is immediately enjoyed by said C. D., who has assumed payment of said wages by passing a credit therefor upon his books of account).

That said labor was performed at the dates and times set forth in said statement.

That there is now due and owing therefor and thereon from said C. D. to said A. B., the sum of — dollars (\$—) with interest thereon from the — day of —, 19—.

Said A. B. claims a lien therefor upon all the real property of said C. D. in — county, Ohio, where said labor was performed.

A. B.

Sworn to before me by said A. B. and by him subscribed in my presence this — day of —, 19—.

—,
Notary Public.

No. 666.

**AFFIDAVIT FOR LIEN ON RAILROAD IN FAVOR OF
PRINCIPAL CONTRACTOR.**

(Rev. Stats. § 3208.)

State of Ohio, }
— County, } ss.

A. B., being first duly sworn according to law, says (or E. F., being first duly sworn according to law, says that he is agent (or attorney) for A. B. and) that the account hereto annexed, marked "Exhibit A" and made part hereof, is a true and correct statement of the kind, amount and value of labor performed and materials furnished for and in the construction of the — Railroad, together with the times of performing and furnishing the same, with all credits and offsets thereon: that there is now due and owing to said A. B. therefor, after crediting all credits and setoffs, the sum of — dollars (\$—) with interest from the — day of —, 19—.

That said labor was performed and said materials were furnished under and by virtue of a contract made by said Railroad Company with said A. B., as principal contractor, on sections — and — of said — Railroad in — and — townships, — county, Ohio, between the — day of —, 19—, and the — day of —, 19—, as shown by said statement.

Said A. B. claims a lien on said — Railroad, from the date of the first item of said account, to wit: the — day of —, 19—.

A. B.
(or E. F.)

Sworn to before me by said — and by him subscribed in my presence this — day of —, 19—.

Notary Public.

No. 667.

AFFIDAVIT FOR LIEN ON RAILROAD BY SUB-CONTRACTOR.

(Rev. Stats. § 3208.)

State of Ohio, }
— County, } ss.

G. H., being first duly sworn according to law, says (or, E. F., being first duly sworn according to law, says that he is agent (or, attorney) for A. B., and) that the account hereto annexed, marked "Exhibit A" and made a part hereof, is a true and correct statement of the kind, amount and value of labor performed and materials furnished to and for A. B., the principal contractor, for and in the construction of the — Railroad, together with the times of performing and furnishing the same, with all credits and offsets thereon: that there is now due and owing to said G. H. therefor, after deducting all credits and setoffs, the sum of — dollars (\$—) with interest from the — day of —, 19—.

That said labor was performed and materials furnished by the said G. H., between the — day of —, 19—, and the — day of —, 19—, as shown by said statement, to be used, and were used, for and in the construction of (specify the part of the railroad, depot or water-tank upon which the labor was performed or materials furnished) being a part of the labor to be performed and materials to be furnished by the said A. B., as principal contractor, on sections — and — of said — Railroad, in — and — townships, — county, Ohio, pursuant to the contract between the said A. B. and the said — Railroad Company.

Said G. H. claims a lien on said — Railroad from the date of the first item of said account, to wit: the — day of —, 19—.

G. H.

Sworn to before me by said G. H. and by him subscribed in my presence this — day of —, 19—.

_____,
Notary Public.

No. 668.

AFFIDAVIT FOR LIEN ON RAILROAD BY PERSON FURNISHING BOARDING, MERCHANDISE, ETC.

(Rev. Stats. §§ 3208, 3211.)

State of Ohio, }
— County, } ss.

L. M., being first duly sworn according to law, says (or E. F., being first duly sworn according to law, says that he is agent (or, attorney) for said L. M., and) that the account hereto annexed, marked "Exhibit A" and made a part hereof, is a true and correct statement of the boarding (grain, hay, merchandise, tools, implements, or repairing) furnished to R. S. and S. T., persons engaged in the construction of the — Railroad, together with the times of furnishing the same, with all credits and offsets thereon: that there is now due and owing to said L. M. therefor, after deducting all credits and setoffs, the sum of — dollars (\$—) with interest from the — day of —, 19—.

That said R. S. and S. T. were persons engaged in the construction of (specify the part of the railroad, depot or water-tank upon which the persons were employed) of said — Railroad, employed by A. B., the principal contractor, who had made a contract with said The — Railroad Company for the construction of the same: and that said boarding (grain, hay, merchandise, tools, implements or repairing) was furnished to said R. S. and S. T. between the — day of —, 19—, and the — day of —, 19—, on the order of said A. B.

L. M.
(or, E. F.)

Sworn to before me by said — and by him subscribed in my presence this — day of —, 19—.

Notary Public.

No. 669.NOTICE TO RAILROAD COMPANY OF FILING OF
LIEN.

(Rev. Stats. § 3208.)

To The ——— Railroad Company :

Notice is hereby given that on the ——— day of ———, 19—, I filed with the recorder of ——— county, Ohio, an affidavit, in order to obtain a lien on The ——— Railroad, a copy of which affidavit is hereto annexed, marked "Exhibit A."

The amount for which a lien is so claimed is ——— dollars (\$——) and the labor performed and materials furnished, as specified in said affidavit, were performed for and furnished to A. B., the principal contractor: all of which will fully appear by reference to the copy of said affidavit hereto annexed.

—————, Ohio, ———, 19—.

AFFIDAVIT OF SERVICE OF FOREGOING NOTICE.

State of Ohio, }
 ——— County, } ss.

—————, being first duly sworn according to law, says that on the ——— day of ———, 19—, he served the notice, of which the within (or foregoing) is a true copy, upon ———, secretary of The ——— Railroad Company, by delivering the same to him personally (or, by leaving the same at his usual place of residence or business), (or if notice mailed by county recorder, "by depositing the same in the United States mails, properly sealed, stamped, and addressed to ———, secretary of the ——— Railroad Company, ———, Ohio, being his place of residence, or place of doing business").

Sworn to before me by said ——— and by him subscribed in my presence this ——— day of ———, 19—.

—————,
 Notary Public.

No. 670.

WAIVER OF PRIORITY OF MECHANICS' LIEN.

The undersigned, principal contractor (sub-contractors), and

material men for and in the construction of a building upon a lot of land owned by C. D. and described as follows:

(description of land)

in consideration of one dollar paid to each of them severally by The L. M. Banking and Trust Company, the receipt whereof is hereby acknowledged, and in further consideration of a loan of \$—— to be made by said The L. M. Banking and Trust Company to the said C. D., and secured by mortgage upon said premises, do hereby respectively postpone to the said mortgage lien, and waive in its favor, any priority which they may have or might otherwise obtain by mechanics' lien, or other similar lien upon said premises.

Dated at ——, this —— day of ——, 19——.

—
—
—

CHAPTER XXXI.

MINING LEASES AND CONTRACTS.

NOTE.

Mining leases must be executed in the same manner as other leases. An oil and gas lease for a term exceeding three years must be in writing signed by the lessor, and such signing acknowledged in the presence of two attesting witnesses, and acknowledged by the lessor before an officer authorized to take acknowledgments.¹

An oil and gas lease, having but one attesting witness, conveys no interest in the land and is not entitled to record.²

Leases granting the right to drill for petroleum and natural gas, and all assignments thereof, must be recorded, forthwith, in the office of the recorder of the county in which the property is situated.³

Such a lease, until filed for record, is without effect as against a subsequent lessee, or licensee, or other third person acquiring an interest in or lien on the land, although he took with notice of such prior unrecorded lease, unless the person claiming under such prior lease was in actual possession.⁴

As between the lessor and lessee and their assigns, it is not necessary to record the assignment of a lease.⁵

Distinction between lease and license. An instrument which grants the oil and gas, and also the land for the purpose of operating thereon for said oil and gas, is more than a mere license; it is a lease of the land, oil and gas.⁶

Rent. A lease granting the oil and gas in or under a certain tract of land with the exclusive right of operating thereon for a period of years, upon consideration of one dollar, and a promise to drill a test well within a certain period, or in default thereof, to pay certain rentals, creates a liability upon the lessee to pay the rentals, if the well is not drilled.⁷

But a lease requiring certain wells to be completed within stated times, and "in case no well is completed within thirty days from this date, then this grant shall become null and void unless second party shall pay to first party — dollars each and every month in

¹ Langmede v. Weaver, 65 O. S. 17; Rev. Stats. § 4106.

² Langmede v. Weaver, 65 O. S. 17.

³ Rev. Stats. § 4112a.

⁴ Gas Company v. Tiffin, 59 O. S. 420.

⁵ Tucker v. Watts, 1 C. C. (N. S.) 589, 25 C. C. 320.

⁶ Oil Company v. Crawford, 55 O. S. 161, (176.)

⁷ Oil Company v. Crawford, 55 O. S. 161.

advance while such completion is delayed," does not constitute a promise or obligation to pay rental; it merely gives the lessee the option to complete wells, or pay rental, to keep the lease alive. The lessee, however, may be liable in damages for breach of contract to complete wells.⁸

Term. A lease to operate for oil or gas for a specified term of years, or so long thereafter as oil or gas is produced or found in paying quantities on the land, expires at the end of the specified term unless oil or gas is obtained in paying quantities.⁹

A lease to operate for oil and gas for a specified term of years, with a provision in a subsequent part of the lease that "in case no well shall be drilled on said premises within — months from the date hereof, this lease shall become null and void, unless the lessee shall pay for further delay at the rate of — per acre at or before the end of each year thereafter, until a well shall be drilled" expires at the end of the specified term, and cannot be extended by the payment of the specified sum per acre.¹⁰

Forfeiture. The breach of an implied covenant in a lease does not work a forfeiture. Only the causes of forfeiture which are contained in the instrument can have that effect.¹¹

⁸ Van Etten v. Kelly, 66 O. S. 605.

Murdock-West Co. v. Logan, 69 O. S.

⁹ Gas Company v. Tiffin, 59 O. S. 420;

514.

Detlor v. Holland, 57 O. S. 492.

¹¹ Harris v. Ohio Oil Co., 57 O. S.

¹⁰ Brown v. Fowler, 65 O. S. 507;

118.

FORMS IN THIS CHAPTER.

FORM NUMBER.	PAGE.
671. Coal lease	783
672. Coal option	787
673. Oil and gas lease.....	789
674. Oil and gas lease, another form.....	791

No. 671.

COAL LEASE.

This agreement, made and concluded this — day of —, 19—, between A. B., party of the first part, and C. D., party of the second part, witnesseth: that in consideration of one dollar (\$1) paid by said party of the second part, the receipt of which is hereby acknowledged, and in consideration of the covenants, agreements and stipulations, hereinafter contained, to be performed and kept by said party of the second part, said party of the first part does hereby bargain, sell, transfer and

convey to said party of the second part, his heirs and assigns, all the mineable and merchantable coal in, under or upon the following described tract of land, situated in the township of —, county of — and State of Ohio.

(description of premises).

And said party of the first part hereby further grants unto said party of the second part, his heirs and assigns, the right and license to enter upon the premises, hereinbefore described, at all times and to use so much of the surface thereof as may be reasonably necessary in searching and exploring for coal, and in determining the thickness and dip of the coal, and for the sinking of shafts and air shafts, and for the deposit of waste material from said shafts, also the right and license to dig, mine and remove said coal therefrom, together with all and singular the rights, privileges, licenses and easements necessary, incident or in any manner appertaining to the proper prosecution of the business of mining and removing said coal; and also the right of way for all necessary roads and railroads over and under said premises, and the right to use said roads and railroads and underground entries and openings on said premises for the purpose of transportation of coal and other minerals from other tracts of land: and the right to occupy so much of the surface of said premises as may be reasonably necessary for storing said coal and depositing the refuse therefrom, and the right to erect on said premises such buildings, structures and fixtures as may be necessary or incident to the proper prosecution of said business of coal mining, provided, however, no houses for miners or others shall be erected or maintained on said premises.

Said party of the first part further agrees that, when all mineable coal has been taken from said premises, said party of the second part shall have the right to continue, so long as he may desire, the use of all of the roads, railroads, underground entries and openings, buildings, structures and fixtures which may then be on or under said premises, and the other rights hereby granted, for the purpose of removing and transporting coal and other minerals from other premises, upon the payment of the sum of — dollars (\$—) per year.

Said party of the first part further agrees that said party of the second part shall not be liable for damages resulting from settling or breaks in the surface of the land, or otherwise re-

sulting from the removal of said coal, or resulting from injury to or destruction of any well or spring of water, or the diversion of any water course or stream.

Said party of the second part hereby covenants and agrees to enter on said premises within — days from the date hereof, and make search for said coal, and if the same be found in sufficient quantities and under circumstances to justify said party of the second part in mining the same, then and in such case said party of the second part hereby agrees to pay to said party of the first part, as royalty, the sum of — cents per ton, for each ton of — pounds of lump coal, mined, passed over a screen — inch— between bars, and removed from said premises by said party of the second part.

Said party of the second part further agrees that, after the expiration of *one year* from the date hereof, he will mine not less than — tons of coal from said premises in each year, or, if he shall not have begun the mining of said coal within said time, or shall not thereafter mine said amount of coal in each year from said premises, then said party of the second part promises to pay to said party of the first part a sum equal to the royalty on said — tons, at the rate hereinbefore stipulated; provided, however, that any amount thus paid in excess of the royalty on coal actually mined, shall be applied in payment for that subsequently mined, in excess of the minimum yearly amount hereinbefore provided for.

All payments hereunder shall be made — (quarterly, etc.) at —, beginning —, 19—.

Said party of the second part further agrees that all mining operations shall be conducted in a proper and workman-like manner and that no operations shall extend to, or open, within — acres surrounding the buildings on said premises.

Said party of the second part further agrees to keep accurate accounts of all coal mined and removed from said premises, and that said accounts shall be open to the inspection of said party of the first part at all reasonable times.

It is mutually agreed between the parties hereto:

- (a) That if said party of the second part shall discover that coal does not exist on said premises in sufficient quantities to justify the mining thereof, or if, in his judgment, at any time, the mining of said coal shall be or become

unprofitable, or if, from any other cause said party of the second part, in his discretion, shall conclude to abandon said premises, he is hereby given the right so to do by giving written notice thereof to said party of the first part, and this agreement and lease shall cease and determine in thirty days after the giving of such notice, and both parties shall thereafter be released from all obligations hereunder; provided, however, said party of the second part shall remain liable for all royalties and moneys due up to the time of such termination.

- (b) All of the covenants, provisions and conditions of this agreement and lease shall inure to, and be binding upon, the heirs, successors, executors, and administrators of the parties hereto, whether herein expressed or not.
- (c) That upon the termination of this lease and agreement, by exhaustion of mineable coal, or otherwise, said party of the second part may remove from said premises all buildings, structures, fixtures, railroads and other property.

**Forfeiture
clause.**

Provided, however, if said party of the second part shall fail to pay any of the royalties or other payments at the time and in the manner hereinbefore provided, or shall fail to keep and perform any of the covenants and agreements on his part to be kept and performed hereunder, then this lease and agreement shall be null and void at the option of said party of the first part, and it shall be lawful for said party of the first part to enter on said premises and expel said party of the second part therefrom and again have, repossess and enjoy the same as if this agreement and lease had not been made.

In witness whereof, the parties have set their hands to duplicates hereof the day and year first above written.

Signed and acknowledged
in presence of

A. B.
C. D.

—
—

Certificate of acknowledgment, form No. 1.

NOTE.

For construction of particular clauses in coal leases see (minimum royalty), *Tod v. Stambaugh*, 37 O. S. 464; *Wonsetler v. Andrews*, 58

O. S. 551. Liability for royalty, when mineable coal does not exist in paying quantities, *Cook v. Andrews*, 36 O. S. 174; *Brick Co. v. Pond*, 38 O. S. 65. Liability of lessee for violating provision prohibiting operations near buildings, *Burgner v. Humphrey*, 41 O. S. 340.

No. 672.

COAL OPTION.

Know all men by these presents: That A. B. of —, county of — and State of —, in consideration of — dollars paid by C. D. —, the receipt of which is hereby acknowledged, does hereby give and grant unto said C. D. the sole right and option to purchase, at any time within — from the date hereof, for the price of — dollars (\$—) per surface acre, all the mineable coal in and under the following described land, situated in the township of —, county of —, and State of Ohio, and

(description of property)

and also, the right and license to enter upon said land, at any or all times during said period, and to examine and test said premises for coal, and to do all drilling and excavating and all other things necessary or incident thereto.

Said A. B., on the consideration aforesaid, hereby covenants and agrees:

- (1) that notice of the exercise of said option may be by writing delivered to said A. B. at his residence, or deposited in the United States mails, properly sealed and stamped, addressed to A. B. at — Post office, —:
- (2) that upon receipt of notice of the exercise of said option, as aforesaid, said A. B. will immediately, at his own expense, furnish a full abstract showing good title to said property, free and clear from all incumbrances whatsoever, excepting oil and gas leases as follows: —, and also will furnish a survey of the land overlying the coal so to be purchased, if such survey is desired by either said A. B. or said C. D.:
- (3) that upon tender of the purchase price above specified, said A. B. will, by good and sufficient deed of general warranty, convey in fee simple, free from all incumbrances and liens except said oil and gas leases, with release of

dower, all of the said coal in and under said land; which said deed shall contain, if desired by either said A. B. or said C. D., a description of said land in accordance with the survey hereinbefore agreed to be furnished, and which said deed shall also contain, by proper words and recitals, a conveyance, to said C. D., of all usual rights necessary or incident to the mining and removal of coal, including the right to make and use such openings in the surface of said land as may be necessary or convenient for entries, shafts, air shafts, passages and water courses; and including the right to construct, maintain and use, over, on or under the surface of said land, all roads, railroads, tracks, switches, turnouts and appurtenances which said C. D. may think necessary or proper for the the transportation of coal from said land and from other lands, and the transportation of machinery, tools, supplies and other materials and of employes and other persons to and from said land and to and from other lands, in connection with the business of mining, sale and removal of coal; and including the privilege of exercising all of said rights in connection with the mining, sale and removal of coal now or hereafter owned or controlled by said C. D. on, in or under any other lands; and including the right to deposit on the surface of said land, at or near the openings, all debris and materials coming from the excavation or construction of such openings, shafts, air shafts, entries and passages and all refuse from the mining operations, and including the right to erect, maintain, repair and use, on the said land, all buildings, structures, machinery, appliances and fixtures which said C. D. may think necessary, incident or proper in the business of mining, sale and removal of coal, and for the drainage or ventilation of any or all mines; and including the right and license to said C. D. to enter on said lands at any time, with employes, teams, machinery and appliances, for the purposes herein mentioned:

- (4) that in case said C. D. shall exercise this option and purchase said coal and rights, and exercise said rights, said C. D. shall not be under any obligation to support the surface overlying said coal, and said C. D. shall not be

liable for damages resulting from settling or breaks in the surface, or resulting from the destruction of, or injury to, any spring or well of water, or the diversion of any water-course or stream, in connection with the mining and removal of coal; and that said C. D. shall not be liable for any damages except as herein provided, and except such as may be caused by the negligence of said C. D. and said A. B. hereby waives all claims for any such damages:

- (5) that said C. D. may remove from said premises all buildings, structures, machinery, fixtures and other property at any time when said C. D. may desire to surrender the use and occupancy of said premises.

By the exercise of said option and purchase of said coal and rights said C. D. hereby agrees:

- (1) that all mining operations shall be conducted in a proper and workman-like manner:
- (2) that no operations shall extend to, or open, within — acres surrounding the buildings on said premises:
- (3) that said C. D. will pay all damages to the fences or growing crops on the land hereinbefore described, occasioned by mining operations thereon:
- (4) that said C. D. will guard and keep in repair all air shafts and other openings in the surface of said land so as not to endanger stock on said premises.

It is mutually agreed between the parties hereto that all rights and obligations under this agreement shall inure to, and be binding upon, the heirs, executors, administrators, successors and assigns of both parties hereto.

In witness whereof said A. B. has hereunto set his hand this — day of —, A. D. 19—.

Signed and delivered
in presence of

A. B.

—
—

No. 673.

OIL AND GAS LEASE.

This agreement of lease, made this — day of —, A. D. 19—, by and between A. B. of —, county of —, and State

of Ohio, party of the first part, and C. D. of the — of —, county of —, and State of Ohio, party of the second part, witnesseth: that said party of the first part, in consideration of the sum of — dollars (\$—), the receipt of which is hereby acknowledged, does hereby grant unto said party of the second part, his heirs, executors, administrators and assigns, all the oil and gas in and under the following described premises, together with the right to enter thereon at all times for the purpose of drilling and operating for oil, gas or water, and to erect and maintain all buildings and structures, and lay all pipes necessary for the production and transportation of oil, gas or water taken from said premises, to wit: all that certain lot or tract of land situated in the township of —, county of —, and State of Ohio, and bounded and described as follows:

(description of property).

Excepting and reserving, however, to said party of the first part the one — part of all oil produced and saved from said premises, to be delivered in the pipe line with which said party of the second part may connect the wells to be drilled on said premises.

And further excepting and reserving to said party of the first part — acres around the buildings on said premises on which neither party shall drill except by mutual consent.

To have and to hold said premises for the purposes aforesaid and on the following terms and conditions:

- (1) Whenever said party of the first part shall so request, said party of the second part agrees to bury all oil and gas lines, and to pay all damages occasioned to growing crops by the laying, burying or removal of said pipe lines.
- (2) In case no well shall be completed within — days from the date hereof, unavoidable delay excepted, then this grant shall become null and void, unless said party of the second part shall pay to said party of the first part the sum of — dollars (\$—) in advance, for each — months thereafter, while such completion is delayed.
- (3) If gas only is found, said party of the second part hereby agrees to pay — dollars (\$—) each year for the product of each well while the same is being used off said premises.
- (4) Said party of the second part may use from said premises

sufficient oil, gas and water to run all machinery which may be necessary or proper for drilling and operating wells, and may, at any time, remove from said premises all of his property, and reconvey the premises hereby granted and thereupon this instrument shall be null and void.

- (5) Said party of the first part hereby reserves free gas for light and heat in the dwelling house on said premises. In case gas is produced and so used, said party of the first part agrees to lay and maintain his own line and to use said gas at his own risk.
- (6) The agreements, terms and conditions of this lease shall extend to and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

In witness whereof, the parties hereto have hereunto set their hands, the day and year first above written.

Signed and acknowledged
in presence of

A. B.
C. D.

—
—

Certificate of acknowledgment, form No. 1.

NOTE.

See Van Etten v. Kelly, 66 O. S. 605.

No. 674.

OIL AND GAS LEASE, ANOTHER FORM.

This agreement of lease, made this — day of —, 19—, between A. B. of —, Ohio, lessor, and C. D. of —, Ohio, lessee, witnesseth: that said lessor, in consideration of the sum of — dollars (\$—) paid to him, the receipt of which is hereby acknowledged, and in consideration of the rents, covenants and agreements, hereinafter contained, to be paid and performed by said lessee, does hereby grant, demise and lease unto said lessee, his heirs, executors, administrators and assigns, for the sole purpose, and with the exclusive right, of drilling and operating for oil, gas and water, for the term of — years,

or as long thereafter as oil or gas is found in paying quantities, the following described premises, to wit:

(description of property).

Excepting and reserving therefrom — acres around the buildings on said premises on which no wells shall be drilled by either party hereto except with the written consent of the other party, the boundaries of which shall be fixed and designated by said lessor.

In consideration whereof, said lessee hereby promises and agrees to give or pay to said lessor the full equal one — part of all the oil produced and saved from said premises, delivered in pipe lines, or tanks, to the credit of said lessor.

And said lessee promises and agrees to pay to said lessor the sum of — dollars (\$—) per year, in advance, for the gas from each and every well on said premises, in case, and so long as, the gas therefrom is conducted and used off from said premises. Said lessee further agrees not to injure or unnecessarily disturb the fences, trees or growing crops on said premises.

Said lessor further grants unto said party of the second part the right to enter on said premises at any time for the purpose of drilling and operating for oil, gas and water, and the right of way to and from the places of such drilling and operating, and the right to erect and maintain all buildings and structures and to lay all pipes necessary or proper for the production and transportation of oil, gas, steam or water over and across said premises.

Said lessor further agrees that said lessee may use from said premises sufficient oil, gas and water to run all machinery which may be necessary or proper for drilling and operating wells, and that said lessee may, at any time, remove any or all of his property from said premises.

Said lessee hereby promises and agrees to complete one well within — from the date hereof, and in case of failure to complete the same within said time, said lessee agrees to pay thereafter unto said lessor, for any future delay, the sum of — dollars per — as a rental on the same until a well is completed, payable in advance at —, and said lessor hereby agrees to accept said rental as full compensation for such delay until one well shall be completed.

And said lessee hereby agrees to drill additional wells, as follows: —.

Said lessee further agrees to fully protect all lines.

Provision for forfeiture. Provided, however, that if said lessee shall fail to keep and perform any of the covenants and agreements of this lease on his part to be performed, or shall fail to make any of the payments of money at the times and in the manner herein provided, then this lease shall be null and void at the option of said lessor, and it shall be lawful for said lessor to enter on said premises and expel said lessee therefrom, and again have, possess and enjoy the same as if this lease had not been made, and thereupon this lease, and every thing herein contained on the part of said lessor to be done and performed shall cease, determine and be utterly void.

It is mutually agreed by and between said lessor and said lessee;

- (a) that the provisions of this lease shall inure to and be binding upon the heirs, administrators, executors and assigns of the parties hereto;
- (b) that said lessor may have free gas for light and heat in the dwelling house on said premises. In case gas is produced and so used, said lessor agrees to lay and maintain his own line and to use said gas at his own risk.

In witness whereof the parties hereto have hereunto set their hands the day and year first above written.

Signed and acknowledged
in presence of

A. B.
C. D.

Certificate of acknowledgment, form No. 1.

NOTE.

The foregoing form creates an absolute liability for rental in case of failure to drill a well within the specified time, *Oil Co. v. Crawford*, 55 O. S. 161. See also, as to other provisions, *Harris v. Oil Co.*, 57 O. S. 118; *Coffinberry v. Sun Oil Co.*, 68 O. S. 488; *Fort Orange Oil Co. v. Wichman*, 17 C. C. 57.

CHAPTER XXXII.

MORTALITY TABLES.

NOTE.

Life or annuity tables are framed upon the basis of the average duration of the lives of a large number of persons.

The Carlisle tables were prepared from observations made in the town of Carlisle in the north of England, upon a population of 8,000 persons during 1779 and 1780.

Wigglesworth's tables were prepared by a Dr. Wigglesworth from observations made in New England.¹

Mortality tables are admissible in evidence whenever the probable duration of a person's life is a material issue in a case; as, in actions for death by wrongful act.

The Carlisle tables have been frequently admitted in evidence;² as also have been Wigglesworth's tables.³

The American experience table, however, seems now to be preferred.⁴

¹ Anderson Dictionary of Law.

² Louisville, etc. R. R. Co. v. Kelly, 100 Ky. 421.

³ Wasmer v. Rawlins, 46 W. L. B. 147 (64 O. S. 585); Camden, etc. R. R. Co. v. Williams, 61 N. J. L. 646.

⁴ Attorney Gen. v. Insurance Co., 82 N. Y. 172; Gordon v. Tweedy, 74 Ala. 232.

AMERICAN EXPERIENCE TABLES.

Age.	Numbers living.	Numbers dying.	Expectation of life.
10.....	100,000	749	48.72
11.....	99,251	746	48.08
12.....	98,505	743	47.44
13.....	97,762	740	46.82
14.....	97,022	737	46.16
15.....	96,285	735	45.50
16.....	95,550	732	44.85
17.....	94,818	729	44.19
18.....	94,089	727	43.53
19.....	93,362	725	42.87
20.....	92,637	723	42.20
21.....	91,914	722	41.53

Age.	Numbers living.	Numbers dying.	Expectation of life.
22.....	91,192	721	40.85
23.....	90,471	720	40.17
24.....	89,751	719	39.49
25.....	89,032	718	38.81
26.....	88,314	718	38.11
27.....	87,596	718	37.43
28.....	86,878	718	36.73
29.....	86,160	719	36.03
30.....	85,441	720	35.33
31.....	84,721	721	34.62
32.....	84,000	723	33.92
33.....	83,277	726	33.21
34.....	82,551	729	32.50
35.....	81,822	732	31.78
36.....	81,090	737	31.07
37.....	80,353	742	30.35
38.....	79,611	749	29.62
39.....	78,862	756	28.90
40.....	78,106	765	28.18
41.....	77,341	774	27.45
42.....	76,567	785	26.72
43.....	75,782	797	25.99
44.....	74,985	812	25.27
45.....	74,173	828	24.54
46.....	73,345	848	23.80
47.....	72,497	870	23.08
48.....	71,627	896	22.36
49.....	70,731	927	21.63
50.....	69,804	962	20.91
51.....	68,842	1,001	20.20
52.....	67,841	1,044	19.49
53.....	66,797	1,091	18.79
54.....	65,706	1,143	18.09
55.....	64,563	1,199	17.40
56.....	63,364	1,260	16.72
57.....	62,104	1,325	16.05
58.....	60,779	1,394	15.39
59.....	59,385	1,468	14.74
60.....	57,917	1,546	14.09
61.....	56,371	1,628	13.47
62.....	54,743	1,713	12.86
63.....	53,030	1,800	12.26
64.....	51,230	1,889	11.68
65.....	49,341	1,980	11.10
66.....	47,361	2,070	10.54
67.....	45,291	2,158	10.00

Age.	Numbers living.	Numbers dying.	Expectation of life.
68.....	43,133	2,243	9.48
69.....	40,890	2,321	8.98
70.....	38,569	2,391	8.48
71.....	36,178	2,448	8.00
72.....	33,730	2,487	7.54
73.....	31,243	2,505	7.10
74.....	28,738	2,501	6.68
75.....	26,237	2,476	6.28
76.....	23,761	2,431	5.88
77.....	21,330	2,369	5.48
78.....	18,961	2,291	5.10
79.....	16,670	2,196	4.74
80.....	14,474	2,091	4.38
81.....	12,383	1,964	4.04
82.....	10,419	1,816	3.71
83.....	8,603	1,648	3.39
84.....	6,955	1,470	3.08
85.....	5,485	1,292	2.77
86.....	4,193	1,114	2.47
87.....	3,079	933	2.19
88.....	2,146	744	1.93
89.....	1,402	555	1.69
90.....	847	485	1.42
91.....	462	246	1.19
92.....	216	137	.98
93.....	79	58	.80
94.....	21	18	.64
95.....	3	3	.50

CARLISLE TABLES.

Age, Years.	Expectation, Years.	Age, Years.	Expectation, Years.
1	44.68	13	46.51
2	47.55	14	45.75
3	49.82	15	45.
4	50.76	16	44.27
5	51.25	17	43.57
6	51.17	18	42.87
7	50.80	19	42.17
8	50.24	20	41.46
9	49.57	21	40.75
10	48.82	22	40.04
11	48.04	23	39.31
12	47.27	24	38.59

MORTALITY TABLES.

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Age, Years.	Expectation, Years.	Age, Years.	Expectation, Years.
25	37.86	63	12.81
26	37.14	64	12.30
27	36.41	65	11.79
28	35.69	66	11.27
29	35.00	67	10.75
30	34.34	68	10.23
31	33.68	69	9.70
32	33.03	70	9.18
33	32.36	71	8.65
34	31.68	72	8.16
35	31.00	73	7.72
36	30.32	74	7.33
37	29.64	75	7.01
38	28.96	76	6.49
39	28.28	77	6.40
40	27.61	78	6.12
41	26.97	79	5.80
42	26.34	80	5.51
43	25.71	81	5.21
44	25.09	82	4.93
45	24.46	83	4.65
46	23.82	84	4.39
47	23.17	85	4.12
48	22.51	86	3.90
49	21.81	87	3.71
50	21.11	88	3.59
51	20.39	89	3.47
52	19.68	90	3.28
53	18.97	91	3.26
54	18.28	92	3.37
55	17.58	93	3.48
56	16.89	94	3.53
57	16.21	95	3.53
58	15.55	96	3.46
59	14.92	97	3.28
60	14.34	98	3.07
61	13.82	99	2.77
62	13.31	100	2.28

WIGGLESWORTH'S TABLES.

Age, Years.	Expectation, Years.	Age, Years.	Expectation, Years.
0	28.15	3	40.01
1	36.78	4	40.73
2	38.74	5	40.88

Age, Years.	Expectation, Years.	Age, Years.	Expectation, Years.
6	40.69	51	20.61
7	40.47	52	20.05
8	40.14	53	19.49
9	39.72	54	18.92
10	39.23	55	18.35
11	38.64	56	17.78
12	38.02	57	17.20
13	37.41	58	16.63
14	36.79	59	16.04
15	36.17	60	15.45
16	35.76	61	14.86
17	35.37	62	14.26
18	34.98	63	13.66
19	34.59	64	13.05
20	34.22	65	12.43
21	33.84	66	11.96
22	33.46	67	11.48
23	33.08	68	11.01
24	32.70	69	10.50
25	32.33	70	10.06
26	31.93	71	9.60
27	31.50	72	9.14
28	31.08	73	8.69
29	30.66	74	8.25
30	30.25	75	7.83
31	29.83	76	7.40
32	29.43	77	6.99
33	29.02	78	6.59
34	28.62	79	6.21
35	28.22	80	5.85
36	27.78	81	5.50
37	27.34	82	5.16
38	26.91	83	4.87
39	26.47	84	4.66
40	26.04	85	4.57
41	25.61	86	4.21
42	25.19	87	3.90
43	24.77	88	3.67
44	24.35	89	3.56
45	23.92	90	3.73
46	23.37	91	3.32
47	22.83	92	3.12
48	22.27	93	2.40
49	21.72	94	1.98
50	21.17	95	1.62

CHAPTER XXXIII.

MORTGAGES OF REALTY.

NOTE.

Execution and acknowledgment of mortgages.

The requirements of the statute must be strictly followed in the signing, witnessing and acknowledgment of mortgages of realty. Serious consequences sometimes attend the erroneous or defective execution of mortgages. Mis-descriptions and errors in the body of the instrument may often be corrected, but defects in its execution are fatal to the priority or validity of the lien.

The statute requires a mortgage of any estate or interest in real property to be signed by the mortgagor, and such signing to be acknowledged by the mortgagor in the presence of two witnesses who must attest the signing and subscribe their names to the attestation, and such signing must also be acknowledged by the mortgagor before an officer authorized to take acknowledgments, who must certify the acknowledgment on the same sheet on which the instrument is written or printed, and subscribe his name thereto.¹

Witnesses.

Where the name of but one witness is subscribed to the attestation clause, the mortgage is not entitled to record, and is invalid as against a subsequent properly executed and recorded mortgage,² and as against a judgment lien.³

In such case the official signature of the officer to the certificate of acknowledgment will not supply the deficiency; ⁴ but the officer taking the acknowledgment may also sign as an attesting witness.⁵

The person named as mortgagee is disqualified from acting as an attesting witness, and his signature to the attesting clause is a nullity.⁶

But stockholders of a corporation, which is named as mortgagee, are not disqualified.⁷

Recording.

A mortgage must be recorded in the office of the recorder of the county in which the mortgaged premises are situated and takes effect from the time it is delivered to the recorder for record.⁸

¹ Rev. Stats. § 4106. See ch. I Acknowledgments.

² Amick v. Woodworth, 58 O. S. 86.

³ White v. Denman, 16 Ohio 59.

⁴ White v. Denman, 1 O. S. 111.

⁵ Baird v. Evans, 58 Ga. 350; Trenworth v. Smallwood, 111 N. Car. 132.

⁶ Amick v. Woodworth, 58 O. S. 86.

⁷ Read v. Loan Co., 68 O. S. 280.

⁸ Rev. Stats. § 4133.

Assignment of mortgages. A mortgage may be assigned in writing on the same, or on the margin of the record, and such assignment need not be witnessed or acknowledged. The assignment must be recorded.⁹

General requisites of a mortgage. A mortgage is the conveyance of an estate as security for the payment of money, or the performance of some other act, and conditioned to become void upon such payment or performance.¹⁰

Although a mortgage contains operative words of conveyance, covenants of warranty, etc., the legal title to the property remains in the mortgagor, the mortgage operating as a conditional conveyance only, which becomes void upon payment of the debt, without formal reconveyance;¹¹ the mortgage being regarded as a security only, not as a conveyance.¹²

A blanket mortgage is one which covers several parcels of land.¹³

The form of mortgage in general use in this State contains practically all the recitals and provisions of a general warranty deed with the addition of the clause of defeasance. Special provisions are frequently added, requiring the mortgagor to maintain insurance, to pay taxes, etc.

Defeasance clause. The defeasance clause contains a recital of the debt or obligation secured by the mortgage, together with the provision that upon the payment of the debt, or performance of the obligation, the instrument shall be void. The customary phraseology is "provided, however," or "on condition," but any words which indicate that the conveyance is intended as security for a debt, merely, will be sufficient.¹⁴

It is customary, but not absolutely necessary, that the agreement of defeasance be contained in the same instrument. It may be contained in a separate written instrument, or it may exist in parol.¹⁵

When contained in the same instrument the defeasance is usually contained in the body of the instrument above the signature of the mortgagor, but it is valid if written below.¹⁶

The condition is usually the payment of money, but it may require the mortgagor to do any act or perform any obligation not impossible, immoral or illegal.

The debt secured. The debt secured may be the debt of the mortgagor, or of a third person. In the case of a third person the property occupies the place of a surety.¹⁷

A mortgage executed to secure a pre-existing debt is valid as be-

⁹ Rev. Stats. § 4135; *Pinney v. Bank*, 71 O. S. 173.

¹⁰ *Hoffman v. Mackall*, 5 O. S. 124 (130).

¹¹ *Martin v. Alter*, 42 O. S. 94.

¹² *Bank v. Johnson*, 47 O. S. 306 (312).

¹³ *Long v. Harbers*, 10 Am. Law Rec.

¹⁴ *Cotterell v. Long*, 20 Ohio 464 (472).

¹⁵ *Sun Fire Office v. Clark*, 53 O. S.

414; *Wilson v. Giddings*, 28 O. S. 554.

¹⁶ *Lessee of Perkins v. Dibble*, 10 Ohio 433.

¹⁷ *Eisenberg v. Albert*, 40 O. S. 631.

tween the parties. As between the mortgagee and third persons, however, the mortgagee is not regarded as a purchaser for value so as to be protected against prior liens of which he had no notice;¹⁸ and if the mortgagor is insolvent at the time the mortgage is executed, the mortgage is, under some circumstances, voidable by other creditors as a preference under both the State statute and under the bankruptcy act.¹⁹

A mortgage may be made to secure future advances, but a subsequent mortgage will have priority over it as to any advances made after such subsequent mortgage is placed on record.²⁰

Description of debt in mortgage.

The debt should be described in the mortgage so that it may be identified. Literal accuracy is not required.

The description is sufficient if it contains facts from which the amount of the debt can be ascertained.²¹

Clerical inaccuracies, or incorrect descriptions of the notes secured, will not invalidate the lien of the mortgage, if the debt can be identified as the one intended to be secured.²²

Obligations other than payment of money.

A mortgage may be made to indemnify the mortgagee as surety or indorser for the mortgagor;²³ or to secure a person who is bound to accept drafts for the mortgagor;²⁴ or to secure the performance of a contract

for the support and maintenance of the mortgagee;²⁵ or to secure the performance of other contracts;²⁶ or by a guardian, in lieu of a bond with freehold sureties, to secure the faithful performance of his trust.²⁷

Special stipulations in mortgages.

(a) **For benefit of mortgagor.** The following stipulations have been held valid: that the mortgagee will look to the property alone for the payment of his debt,

and not to the personal liability of the mortgagor;²⁸ that the mortgage will not be foreclosed until the property of the makers of the note, which it is given to secure, is exhausted;²⁹ that the time of payment will be extended providing the interest is punctually paid and the value of the estate continues to be double the amount of the debt;³⁰ and requiring a demand of payment before foreclosure.³¹

(b) **For benefit of mortgagee.** The following stipulations for the benefit of the mortgagee have been held valid; requiring the mortgagor to pay taxes assessed against the property, and in default thereof, permitting the mortgagee to pay and the amounts paid to be a lien

¹⁸ Lewis v. Anderson, 20 O. S. 281.

¹⁹ Rev. Stats. 6343; Bankruptcy Act, § 60 b.

²⁰ West v. Klotz, 37 O. S. 427; Spader v. Lawler, 17 Ohio 371.

²¹ Hurd v. Robinson, 11 O. S. 232.

²² Tousley v. Tousley, 5 O. S. 78;

Lawton v. Adams, 13 C. C. 233.

²³ Bundy v. Iron Co., 38 O. S. 300.

²⁴ Choteau v. Thompson, 2 O. S. 114.

²⁵ Tuttle v. Burgett, 53 O. S. 498.

²⁶ Ruffner v. Evans, 2 C. C. 70.

²⁷ Rev. Stats. § 6259; Swisher v. McWhinney, 64 O. S. 343.

²⁸ Cook v. Johnson, 165 Mass. 245, 43 N. E. Rep. 96.

²⁹ Riblet v. Davis, 24 O. S. 114.

³⁰ Belmont County Branch Bank v. Price, 8 O. S. 299.

³¹ Union Central Life Insurance Co. v. Jones, 35 O. S. 351.

under the mortgage;³² requiring the mortgagor to keep the property insured for the benefit of the mortgagee; and in default thereof, permitting the mortgagee to insure and the premiums paid to be a lien on the property;³³ and providing that, in default of payment of any one of a series of notes, or of interest thereon, or of any one installment on a note, all notes and installments shall immediately become due and payable.³⁴

Stipulation for attorneys' fees invalid.

A stipulation that, in case an action should be brought to foreclose the mortgage, a reasonable attorney's fees for the services of the attorney for the plaintiff shall be included in the decree and paid from the proceeds of sale is against public policy and void.³⁵

What property may be mortgaged.

The following have been held to be proper subjects of a valid mortgage; the equity of redemption of a mortgagor;³⁶ the undivided interest of a tenant in common in the common property;³⁷ an estate in remainder subject to a life estate;³⁸ and a life estate.³⁹

Leasehold interest. A mortgage executed by the lessee of real property for a term of years, should be executed as a mortgage of real property and recorded. Such a mortgage takes precedence over a prior *chattel mortgage*, not so executed or recorded, although properly executed and filed as a chattel mortgage, in the absence of actual notice of such prior mortgage.⁴⁰

After acquired property. A mortgage upon property to be afterwards acquired does not create a lien in law on such after acquired property. It is valid between the mortgagor and mortgagee as a contract to execute a mortgage, or, in other words, as an equitable mortgage, but it is invalid against third persons who acquire legal interests in, or liens upon, the property.⁴¹

An exception is made in the case of railway mortgages. A railway company may effectually mortgage subsequently acquired property connected with the use of its franchise,⁴² but the lien of such mortgage attaches only to such interests as the mortgagor has at the time he acquires title thereto.⁴³

A mortgage transferring land as security, may also include the "rents, issues and profits" of such land.⁴⁴

A mortgage of the interest of either vendor or vendee under a land contract is valid as between the parties, and against third persons who have actual notice. As land contracts are not entitled to

³² Farwell v. Bigelow, 112 Mich. 285.

³³ Lange v. Grabe, 11 C. C. 171.

³⁴ McClelland v. Bishop, 42 O. S. 113;

Cobb v. Voorhees, 8 W. L. J. 472.

³⁵ Leavans v. Bank, 50 O. S. 591.

³⁶ Justice v. Uhl, 10 O. S. 170.

³⁷ Farmers & Merchants Bank v. Wallace, 45 O. S. 152.

³⁸ Chaffee v. Foster, 52 O. S. 358.

³⁹ Toledo Loan Co. v. Larkin, 1 C. C. (N. S.) 473.

⁴⁰ Paine, Kendall & Co. v. Mason, 7 O. S. 199; Acklin v. Waltermier, 19 C. C. 372.

⁴¹ Maher v. Smead Heating, etc. Co., 11 C. C. 381.

⁴² Coe v. Peacock, 14 O. S. 187.

⁴³ Reed v. Ginsburg, 64 O. S. 11 (22).

⁴⁴ Hutchinson v. Straub, 64 O. S. 413.

record,⁴⁵ the recording of a mortgage, executed by the vendee under a land contract, does not constitute constructive notice to third persons.⁴⁶

Possession by the vendee is constructive notice, and a mortgage given by the vendor after the vendee has taken possession operates only to the extent of the unpaid purchase money, and then only when actual notice of the mortgage is given to the vendee. Recording the mortgage does not constitute notice.⁴⁷

Franchises. A railway company cannot mortgage its franchise to be a corporation, but it may mortgage the franchise of the corporation to operate and maintain the railroad.⁴⁸

Deed of trust in the nature of a mortgage. A deed of trust in the nature of a mortgage is a conveyance in trust by way of security, subject to a condition of defeasance or redeemable at any time before the sale of the property.⁴⁹

It differs from an absolute deed of trust in that the legal title remains in the mortgagor, who has all the rights of a mortgagor under a mortgage in the usual form; while an absolute deed of trust conveys the legal title to the grantee.

If the instrument contains a provision that if the debt is paid according to the stipulated terms "the conveyance shall be void and of no effect." it is not an absolute deed, but is in legal effect a mortgage.⁵⁰

A power, contained in a deed of trust in the nature of a mortgage, authorizing the grantee to enter on and sell the mortgaged premises is valid.⁵¹

Corporate mortgages. A corporation may borrow money, not exceeding the amount of its capital stock, and issue notes or coupon or registered bonds therefor, bearing any rate of interest authorized by law, and may secure the payment of the same by a mortgage of its real or personal property, or both.⁵²

⁴⁵ Wood, Sash, Door & Paint Co. v. Burrows, 2 C. C. (N. S.) 213, affirmed in 73 O. S. 372.

⁴⁶ Churchill v. Little, 23 O. S. 301.

⁴⁷ Jaeger v. Hardy, 48 O. S. 335.

⁴⁸ Coe v. R. R. Co., 10 O. S. 373.

⁴⁹ Hoffman v. Mackall, 5 O. S. 129 (131).

⁵⁰ Martin v. Alter, 42 O. S. 94; Bank v. R. R. Co., 62 O. S. 564.

⁵¹ See Bank v. R. R. Co., 62 O. S. 564 (587).

⁵² Rev. Stats. § 3256.

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No. 675.**MORTGAGE, GENERAL FORM.**

Know all men by these presents, that A. B., of —, the grantor, in consideration of — dollars (\$—) to him paid by C. D., the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said grantee, his heirs and assigns forever, the following described real estate, situated in the — of —, county of —, and State of Ohio, and known as

(description of property)

and all the estate, title and interest of said grantor in and to said premises.

To have and to hold said premises with the appurtenances thereunto belonging, and all the rents, issues and profits thereof, to the said grantee, his heirs and assigns forever, subject, however, to all legal highways and subject to the conditions herein contained.

And the said grantor for himself and his heirs, executors and administrators hereby covenants with the said grantee, his heirs and assigns, that said grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple and has good right and full power to bargain, sell and convey the same in manner aforesaid, and that the same are free and clear from all incumbrances (except —), and further that said grantor will warrant and defend the same against all claims of all persons whatsoever (except —).

**Release of
dower.**

And M. B., wife of said A. B., does hereby release to the said grantee, his heirs and assigns, all her right and expectancy of dower in said premises.

**Defeasance
clause.**

The condition of this instrument is such, that, whereas, the said A. B. has executed and delivered to the said C. D. his certain promissory note of even date herewith for the sum of — dollars (\$—) with interest at the rate of — per cent. per annum payable semi-annually, due one year after date, at the — Bank;

Now, if the said grantor, his heirs, executors, administrators or assigns, shall well and truly pay said promissory note according to its tenor to said grantee, his executors, administrators or assigns, then these presents shall be void, otherwise to remain in full force and effect.

In witness whereof the said A. B. and M. B. have hereunto set their hands this — day of —, A. D. 19—.

Signed and acknowledged
in presence of

A. B.
M. B.

—
—
Certificate of acknowledgment, form No. 1.

No. 676.

MORTGAGE, WITH PROVISIONS FOR TAXES AND INSURANCE, FOR IMMEDIATE MATURITY OF ENTIRE DEBT ON DEFAULT FOR ANY PAYMENT, AND FOR A RECEIVER.

(Follow form No. 675 as far as defeasance clause.)

The condition of this mortgage is such, that, whereas, the said A. B. has executed and delivered unto the said C. D. his certain

promissory note of even date herewith for the sum of — dollars (\$—), with interest at the rate of — per cent. per annum payable semi-annually, due *two years* after date at the — Bank, and

Whereas, said grantor for himself, his heirs, executors, administrators and assigns, hereby covenants and agrees with said grantee, his heirs, executors, administrators and assigns, that he will immediately insure the buildings on said premises for the sum of — dollars (\$—) and keep same so insured during the continuance of this mortgage for the benefit of said grantee, as his interest may appear, and to deliver said policies of insurance to said grantee, and to pay at maturity all taxes and assessments which shall be assessed or levied against said premises.

Now, if the said grantor, his heirs, executors, administrators or assigns shall well and truly pay said promissory note according to its tenor to said grantee, his executors, administrators or assigns, and shall pay said taxes and assessments and shall insure said buildings and keep the same insured, as herein provided, then these presents shall be void, otherwise to remain in full force and effect.

It is mutually agreed by and between the parties hereto that if said grantor, his heirs, executors, administrators or assigns, shall fail to insure said buildings, or to keep the same insured or to deliver said policies of insurance to said grantee, or to pay said taxes and assessments as herein provided, then said grantee may insure said buildings, and pay said taxes and assessments, and the amounts so paid for insurance premiums and for said taxes and assessments shall be immediately repaid to said grantee, and in default thereof, the same shall be added to and be a part of the sum secured by this mortgage, and shall bear interest at the same rate as the principal sum secured hereby.

It is further mutually agreed that if default be made in the payment of said principal sum, or of any instalment of principal or interest thereon, or in the payment of said taxes and assessments, or of said insurance premiums, when the same become due, then the entire amount of said principal sum shall immediately become due and payable at the option of said grantee, his executors, administrators or assigns, notice of said option being hereby expressly waived. *that the same be*

It is further mutually agreed that in any action that may be brought to foreclose this mortgage, the court may at any time and without notice to said grantor, his heirs, executors and assigns, appoint a receiver for the benefit of said grantee, his executors, administrators or assigns, to preserve said property and to collect and realize on the rents, issues and profits of the property, and to apply the same to the payment and satisfaction of the debts and obligations secured by these presents.

In witness whereof the said A. B. and M. B. have hereunto set their hands this — day of —, 19—.

Signed and acknowledged

A. B.

in presence of

M. B.

Certificate of acknowledgment, form No. 1.

No. 677.

MORTGAGE, WITH PROVISIONS FOR TAXES AND INSURANCE, ETC., WITH COUPON NOTE PAYABLE IN GOLD COIN.

(Follow form No. 675 as far as defeasance clause.)

And the said grantor, for himself, his heirs and assigns, does further covenant to and with the said grantee, his heirs, executors, administrators and assigns, that until the note hereinafter mentioned, and interest, shall have been fully paid he will pay punctually all taxes and assessments levied and made on the above described real estate or upon the note and debt hereby secured, and will keep the buildings erected on said premises insured to the amount of — dollars (\$—) in some responsible fire insurance company or companies, and will assign and deliver to said grantee all policies of insurance on the said premises, and cause the loss, if any, to be made payable to said grantee, his executors, administrators or assigns, for the better securing the payment of said promissory note and interest. And in case the said grantor, his heirs, executors, administrators or assigns, shall refuse or neglect to keep said buildings insured in the amount aforesaid, and assign and deliver all policies, as aforesaid, and cause the loss thereunder to be made payable as aforesaid, and shall neglect or refuse to pay during the period aforesaid, promptly when due, all taxes and assessments made or

levied on said premises, or upon the note and debt hereby secured, that then, and so often as the same shall occur, the said grantee, his executors, administrators, or assigns, may pay said taxes and assessments, insure and keep insured the said buildings in the amount aforesaid, or any less amount, for such time as he or they may think proper, and that the premiums, cost and charge of making and continuing such insurance as well as the amounts paid out for said taxes and assessments by said grantee, his executors, administrators or assigns, shall become charges and liens from their respective dates of payment upon the above described premises, and shall bear interest at the rate of — per centum per annum from the date of payment thereof, jointly with the principal sum of the note hereinafter mentioned, and shall be repaid by said grantor, his heirs, executors, administrators or assigns, at the maturity of that one of the coupon interest notes given for the semi-annual interest on the principal note, as hereinafter mentioned, next thereafter falling due.

Provided always, and these presents are upon this condition, that whereas, the said grantor has executed and delivered his certain — promissory notes dated —, Ohio, —, 19—, payable to said grantee, or order, at — in gold coin of the United States of the present standard of weight and fineness, the first note thereof for the sum of — dollars (\$—) being the principal note payable — after date and the other — thereof given for the instalments of interest accruing on said principal note semi-annually from its date until its maturity, each being for the sum of — dollars (\$—) and payable respectively on the —, with interest from maturity until paid, at the rate of — per centum per annum, payable semi-annually; and in said principal note there is a provision that in case of failure by said grantor to pay, within — days from the date when they respectively fall due, any or either of said interest notes so given for said instalments of interest as aforesaid, or any portion thereof, and also the further provision that if the whole or any part of the premises hereinbefore described shall be sold for any taxes or assessments whatsoever, then the said principal sum of said note with accrued interest shall thereupon, at the option of said grantee, his executors, administrators or assigns, immediately become due and payable, without any further notice whatever, and shall thereupon be collectible in a suit at

law, or by a foreclosure of this mortgage, by which said notes are secured, in the same manner as if the whole of said principal sum had been made payable at the time when any such failure in any of said payments of said interest notes or the sale of said premises or any part thereof for taxes or assessments shall occur as aforesaid.

Now therefore, if the said grantor, his heirs, executors, administrators or assigns, shall well and truly pay off and fully discharge unto the said grantee, his executors, administrators or assigns, said principal note and each and every of the interest notes, so given as aforesaid for the semi-annual instalments of interest accruing thereon, when, and in the manner and at the rate as in said notes specified, the said principal note and interest notes respectively become due; and in case of default of payment of any or either of said notes given for the instalments of interest on said principal note for — days after the same becomes due, if the said grantor, his heirs, executors, administrators and assigns, at the option of the said grantee, his executors, administrators, or assigns, shall immediately upon the expiration of said — days well and truly pay off and discharge unto said grantee, his executors, administrators or assigns, said principal note and said interest notes given for interest accruing thereon then due, with interest accrued thereon according to the terms and conditions of said principal and interest note and the covenants herein mentioned, and shall further keep and fulfil all the covenants hereinbefore mentioned, relative to the payment of said taxes and assessments and said insurance of said buildings and assigning or causing any losses under said policy or policies thereof to be made payable to said grantee, and shall repay, as herein provided, all moneys paid out by said grantee, his executors, administrators or assigns, for premiums and charges on such insurance or for said taxes and assessments and interest thereon as hereinbefore provided, then these presents shall become void, otherwise of full force and virtue in law to be and remain forever. But if, in case of the non-payment of any sum of money, either of said principal note or said interest notes, or for insurance or taxes, at the time or times when the same becomes due according to said notes or the covenants herein contained, or within — days thereafter, the entire amount of said moneys so paid out for taxes, assessments

and insurance as above provided by said grantee, his executors, administrators, or assigns, and of said principal note shall, at the option of said grantee, his executors, administrators or assigns, without any notice whatever to said grantor herein, his heirs, executors, administrators or assigns, be deemed to have become due, the same, with all interest notes then due and all interest accrued thereon as aforesaid, shall be collectible in a suit at law, or by a foreclosure of this mortgage, in the same manner as if the whole of said principal note had been made payable at the time when any such failure in any such payment shall occur as aforesaid.

In witness whereof the said A. B. and M. B. have hereunto set their hands this — day of —, 19—.

Signed and acknowledged

A. B.

in presence of

M. B.

Certificate of acknowledgment, form No. 1.

COUPON NOTE, SECURED BY THE FOREGOING MORTGAGE.

\$ — — — — —, Ohio, — — —, 19—.

— years after date for value received I promise to pay to the order of C. D. — dollars in gold coin of the United States of the present standard as to weight and fineness payable at —, with interest at — per cent. per annum, payable semi-annually as evidenced by interest coupon notes hereto attached, with interest at the rate of — per cent. per annum after maturity payable semi-annually. It is expressly agreed that if default be made for — days in the payment of any one of the coupon notes hereto attached, representing the semi-annual interest on this note or any part thereof, as they severally become due, or if the whole or any part of the premises made security hereof shall be sold for any tax or assessment whatsoever, then the entire principal sum represented by this note shall, at the option of the holder hereof, notice of such option being expressly waived, immediately become due, together with all arrearage of interest thereon.

A. B.

INTEREST COUPON.

No. ——— ———, Ohio, ———, 19—.

On the ——— day of ———, 19—, I promise to pay to the order of C. D. ——— dollars, in gold coin of the United States of the present standard as to weight and fineness at ——— (with interest at the rate of ——— per cent. per annum, after maturity, payable semi-annually) being six months' interest on the note hereto attached, of even date herewith and subject to all the conditions of said note.

A. B.

No. 678.

**MORTGAGE BY CORPORATION WITH AGREEMENT
OF MORTGAGEE TO RELEASE SUBLOTS ON PAR-
TIAL PAYMENTS.**

Know all men by these presents, that The A. B. Realty Company, a corporation duly organized and existing under the laws of Ohio, of the city of ———, county of ———, and State of Ohio, the grantor, in consideration of ——— dollars (\$——) to it paid by The C. D. Savings Bank Company, the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said grantee, its successors and assigns forever, the following real estate,

(description of property)

and all the estate, title and interest of said grantor in and to said premises.

To have and to hold said premises with all the appurtenances thereunto belonging, and all the rents, issues and profits thereof to said grantee, its successors and assigns forever, subject, however, to all legal highways and subject to the conditions herein contained.

And the said grantor for itself and its successors hereby covenants with the said grantee, its successors and assigns, that said grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple and has good right and full power to bargain, sell and convey the same in manner aforesaid, and that the same are free and clear from all incumbrances and further that said grantor will warrant and defend the same against all claims of all persons whatsoever.

Agreement of mortgagee to release sublots.

Said grantee for itself, its successors and assigns, hereby agrees to release from the lien and operation of this mortgage any or all of the sublots hereinbefore described, upon the request of said grantor, its successors or assigns, and upon the payment by said grantor, its successors or assigns, of the sum of — dollars (\$—) for each and every subplot desired to be released.

The conditions of this mortgage are such, that, whereas, the said A. B. Realty Company has executed and delivered to said The C. D. Savings Bank Company its promissory note of even date herewith, for the sum of — dollars (\$—) payable — from its date at the office of said C. D. Savings Bank Company with interest at the rate of six (6) per cent. per annum payable semi-annually on the first days of January and July until paid; the principal to become due on failure to pay the interest punctually as above stipulated, at the option of said grantee; all overdue interest to bear interest at the rate of eight (8) per cent. per annum payable semi-annually until paid. And whereas, said grantor hereby agrees to pay promptly when due, all taxes and assessments that may be levied or assessed against said premises; and in case of its failure so to do, said grantee may pay said taxes and assessments and the amounts so paid shall be added to the principal debt above described, and shall be secured by this mortgage, and shall bear interest at the rate of eight (8) per cent. per annum from the date of said payments.

Now, if the said grantor, its successors or assigns, shall well and truly pay said promissory note, interest, taxes and assessments according to the tenor of said note and the provisions of this mortgage, then this mortgage shall be void, otherwise to remain in full force and effect.

In witness whereof said The A. B. Realty Company has caused its corporate seal to be affixed and its name to be signed to these presents by its president and secretary this — day of —, 19—.

Signed, sealed and
acknowledged in
presence of
—
—

The A. B. Realty Company,
By —, President.
(Corporate seal.) —, Secretary.

No. 679.**MORTGAGE FOR SUPPORT OF MORTGAGEE.**

(Follow form No. 675 as far as defeasance clause.)

The condition of this mortgage is such, that, whereas, the said grantor has this day received the lands hereinbefore described in consideration of the agreement of said grantor to support the said grantee and his wife, J. D., during the term of their natural lives, to furnish each of them with comfortable rooms, food, clothing, medicine and medical attendance in sickness, and at their death to place at the grave of each of them a marble slab properly inscribed; to pay to said grantee the sum of \$—— in cash in each year, and to carefully provide for each of them the necessaries and comforts of life suitable for persons of their age and situation in life.

Now, if the said grantor, his heirs, executors, administrators and assigns, shall well, truly and faithfully perform all of said covenants and agreements then this mortgage shall be void, otherwise to remain in full force and effect.

In witness whereof, we have hereunto set our hands this —— day of ——, 19——.

Signed and acknowledged
in presence of

A. B.
M. B.

——
——

Certificate of acknowledgment, form No. 1.

NOTE.

From Tuttle v. Burgett, 53 O. S. 498.

No. 680.**MORTGAGE TO SECURE ENDORSER, OR MAKER OF ACCOMMODATION NOTE.**

(Follow form No. 675 as far as defeasance clause.)

The condition of this mortgage is such, that, whereas, the said grantee has, without consideration and solely for the accommodation of the said grantor, endorsed for said grantor (or made and advanced to the said grantor) his certain promissory note of even date herewith, for the sum of —— dollars (\$——)

with interest at the rate of — per cent. per annum payable to the order of —, — days after date. Now if the said grantor shall well, truly and promptly pay said accommodation note on the day of its maturity, and shall save said grantee harmless therefrom and from all suits, actions, damages, costs, attorneys' fees, charges and expense, by reason of said note, then these presents shall be void, otherwise to remain in full force and effect.

In witness whereof the said A. B. and M. B. have hereunto set their hands this — day of —, A. D. 19—.

Signed and acknowledged
in presence of

A. B.
M. B.

—
—

(Certificate of acknowledgment, form No. 1.)

No. 681.

MORTGAGE OF INDEMNITY TO SURETY OR GUARANTOR.

(Follow form No. 675 as far as defeasance clause.)

The condition of this mortgage is such, that, whereas, the said grantee is surety for the said grantor on a certain — (bond, letter of guaranty, etc.; describe same stating date and legal effect).

Now, if the said grantor shall save and keep the said grantee harmless from all loss or damage by reason of being surety on the said — (bond, etc.) then these presents shall be void, otherwise to remain in full force and effect.

In witness whereof, the said A. B. and M. B. have hereunto set their hands this — day of —, A. D. —.

Signed and acknowledged
in presence of

A. B.
M. B.

—
—

Certificate of acknowledgment, form No. 1.

No. 682.**MORTGAGE EXECUTED BY ATTORNEY IN FACT.**

(Follow form No. 675 to end of defeasance clause.)

In witness whereof the said A. B. and M. B., acting herein by G. H. their attorney in fact, duly authorized hereto by a power of attorney dated —, 19—, have hereunto set their hands this — day of —, A. D. 19—.

Signed and acknowledged .	A. B.
in presence of	By G. H., his attorney.
—	M. B.
—	By G. H., her attorney.

(Certificate of acknowledgment, form No. 2.)

No. 683.**MORTGAGE OF LEASEHOLD INTEREST.**

Know all men by these presents, that A. B. of —, the grantor, in consideration of — dollars (\$—) to him paid by C. D., the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said grantee, his heirs and assigns forever, all that certain leasehold estate created by a certain lease, dated —, 19—, executed at —, by and between —, as party of the first part, and —, as party of the second part, for the term of — years, beginning on the — day of —, 19—, and ending on the — day of —, 19—, upon the following described land, to wit:

**Description of
of leasehold
estate.**

(description of premises)

which said lease is duly recorded in the office of the recorder of — county, Ohio, in volume — of leases, page —;

And also all and singular the buildings, houses, erections, engines, boilers, machinery, fixtures, equipment and appurtenances now or hereafter upon said leasehold estate, or used in connection therewith.

And all the estate, title and interest of said grantor in and to said premises.

To have and to hold said leasehold estate, with all and singular the buildings, houses, erections, structures, engines, boilers, machinery, fixtures, and equipment now or hereafter upon said

leasehold estate, or used in connection therewith, and with all appurtenances thereunto belonging and all the rents, issues and profits thereof, to the said grantee, his heirs and assigns forever, subject, however, to all legal highways and subject to the conditions herein contained.

And the said grantor for himself and his heirs, executors and administrators, hereby covenants with the said grantee, etc.

(Finish as in form No. 675.)

No. 684.

DEED OF TRUST AND POWER OF SALE MORTGAGE.

Know all men by these presents, that A. B. and M. B., husband and wife, of —, the grantors, in consideration of — dollars (\$—) to them paid by C. D., the grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said grantee, his heirs and assigns forever, the following described real estate, situated in the — of —, county of —, and State of Ohio,

(description of property)

and all the estate, title and interest of said grantors in and to said premises.

To have and to hold said premises, with the appurtenances thereunto belonging, and all the rents, issues and profits thereof, to the said grantee, his heirs and assigns forever, but for the uses and purposes and upon the following trusts, to wit:

Whereas, the said A. B. has executed and delivered unto the said grantee his certain promissory note of even date herewith for the sum of — dollars (\$—) with interest at the rate of — per cent. per annum payable semi-annually due — after date at —.

Now, if the said A. B., his heirs, executors, administrators or assigns, shall well and truly pay said promissory note according to its tenor to said grantee, his executors, administrators or assigns, then this conveyance shall be void.

But if any default be made in the payment of said promissory note, or of any instalment of interest thereon, punctually, at the time when and place where the same is due and payable, or

Power of sale. if default be made in the performance of any of the covenants and agreements of said grantors

herein contained, then in such case it shall be lawful, and we, the said A. B. and M. B., do by these presents expressly authorize and empower the said grantee, his executors, administrators or assigns, upon giving — days' notice of the time and place of sale in a newspaper published in —, Ohio, to sell for cash at public auction or private sale, without appraisement, the above described premises, hereby granting unto the said grantee the right to become the purchaser thereof at public sale, with full power and authority to execute and deliver a deed or deeds of conveyance of said premises to the purchaser at such sale; and out of the proceeds of such sale to pay, first, the expenses of said sale, second, all taxes that may then be a lien on said premises; third, all insurance premiums that may be unpaid by said A. B. under the provisions hereof; fourth, to the payment of said promissory note and interest, rendering the overplus, if any, to said grantors, their heirs and assigns.

And the said grantors, for themselves, their heirs, executors, and administrators, hereby covenant with the said grantee, his heirs and assigns, that said grantors are the true and lawful owners of said premises and are well seized of the same in fee simple and have good right and full power to bargain, sell and convey the same in manner aforesaid and that the same are free and clear from all incumbrances whatsoever, and further that said grantors will warrant and defend the same against all claims of all persons whatsoever.

Grantors to remain in possession until default. The said grantors, for themselves, their heirs, executors, administrators and assigns, hereby reserve the right to remain in full possession and enjoyment of said premises until default be made in the payment of said promissory note, or interest, or in the performance of the covenants and agreements to be performed by said grantors hereunder.

Grantors to insure buildings. Said grantors hereby covenant and agree to and with said grantee, his executors, administrators and assigns, that said grantors, their heirs, executors, administrators and assigns, will insure and keep insured, during the continuance of this mortgage, the buildings on said premises, for the sum of \$——, for the benefit of said grantee, as his interest may appear, and to deliver said policies of insurance to said grantee;

Grantors to pay taxes. And that said grantors will pay at maturity all taxes and assessments that shall be assessed or levied against said premises.

If said grantors shall fail to insure said buildings, or to keep the same insured, or to pay said taxes and assessments, then said grantee may insure said buildings and pay said taxes and assessments and the amounts so paid for insurance premiums and for taxes and assessments shall be immediately repaid to said grantee, and in default thereof the same shall be added to and be a part of the sum secured by this deed of trust, and shall bear interest at the same rate as the principal sum secured hereby.

Entire principal to become due on default of interest instalment. Said grantors further covenant and agree that if default be made in the payment of any instalment of interest on said promissory note, or in the payment of said taxes and assessments or of said insurance premiums, when the same become due, then the entire amount of said principal sum shall immediately become due and payable at the option of said grantee, his executors, administrators or assigns, notice of said option being expressly waived.

Grantee may foreclose. Said grantors further covenant and agree that the power of sale hereinbefore given and granted is to be deemed a cumulative remedy only, and that said grantee may foreclose this deed of trust by a proper proceeding in a court of competent jurisdiction; and in any action or proceeding that may be brought for said purpose, the court may appoint a receiver without notice to said grantors, their heirs or assigns, for the benefit of said grantee, his executors, administrators or assigns, to preserve said property and to collect and realize on the rents, issues and profits of said property, and apply the same to the payment and satisfaction of the debts and obligations secured by these presents.

In witness whereof the said A. B. and M. B. have hereunto set their hands this — day of —, A. D. 19—.

Signed and acknowledged
in presence of

A. B.
M. B.

—
—

No. 685.**BUILDING ASSOCIATION MORTGAGE.**

Know all men by these presents, that A. B. of —, county of — and State of Ohio, the grantor, in consideration of — dollars (\$—) to him paid by The C. D. Building and Loan Company of —, Ohio, a corporation organized under the laws of Ohio, the grantee, the receipt of which money is hereby acknowledged, does hereby grant, bargain, sell and convey to the said grantee, its successors and assigns forever, the following described real estate, situate in the — of — in the county of — and State of Ohio, to wit:

(description of property).

And all the estate, right, title and interest of the said grantor, either in law or in equity, in and to the said premises; together with all the privileges and appurtenances thereunto belonging, and all the rents, issues and profits thereof.

To have and to hold the said premises to the only proper use of the said Company, its successors and assigns forever.

And the said A. B., for himself and for his heirs, executors and administrators, does hereby covenant with the said grantee, its successors and assigns, that he is the true and lawful owner of the said premises, and has full power to convey the same, and that the title so conveyed is free, clear and unincumbered, and that he will warrant and defend the same against all claim or claims of all persons whomsoever;

Provided, that if said A. B., who has become a member of the said Company, and has subscribed for — shares of its capital stock, and has received in advance from said Company, said sum of \$—, the par value of said share, shall pay weekly to the said Company, according to its Constitution and By-Laws, until the dividends credited and unpaid on said share and the weekly dues paid on said share shall amount to said sum of \$—, over and above all liabilities and losses;

1st. The sum of — dollar and — cents per week being the weekly dues on said — share;

2d. The sum of — dollars and — cents being the weekly interest on the said \$— advanced on aforesaid;

3d. The sum of — cents, being the weekly premium bid for said share;

4th. All fines, taxes, rents, assessments, cost of insurance and other charges required by the Constitution and By-Laws of said Company;

And in case of default in making any of said payments for a period of — weeks, then the amount of the face of this mortgage, with all arrearages thereon, less the credits paid upon the principal, shall become due and payable at once, all as prescribed by the said Constitution and By-Laws; but if the said A. B. shall comply with all the foregoing obligations, then these presents shall be void.

In witness whereof, the said A. B. and M. B., his wife, who hereby releases her right and expectancy of dower in the said premises, have hereunto set their hands, this — day of — in the year of our Lord, nineteen hundred and —.

Signed and acknowledged
in presence of

A. B.
M. B.

—
—

Certificate of acknowledgment, form No. 1.

No. 686.

MORTGAGE BY GUARDIAN.

(Rev. Stats. § 6301a to 6301e.)

Know all men by these presents: that whereas, on the — day of —, 19—, A. B. was duly appointed and qualified as guardian of the persons and estates of M. F. and J. F., minor children of K. F., deceased, late of — county, Ohio, by the probate court of said county; and afterwards, to wit: on the — day of —, 19—, said A. B., as guardian, filed his certain petition and then and thereby commenced an action in the probate court of — county, Ohio, against said M. F. and J. F. and numbered as case number — on the docket of said court, praying for an order authorizing him to borrow sufficient money to pay off the existing liens upon the real estate of his said wards, and to execute notes and mortgages to secure the same, for the purpose of borrowing said money.

And whereas, such proceedings were had in said action, that on the — day of —, 19—, said court, finding the allegations of said petition to be true, and that it was necessary to mortgage the real estate described in said petition for the sum

of — dollars, ordered said guardian to ascertain and report to the court the rate of interest, and the time, for which he could borrow said sum of money.

Thereupon said guardian, after diligent inquiry, made report to said court that he could borrow said money at — per cent. interest, payable semi-annually for a period of — years: and said court having examined said report and being satisfied that the same is true, and that the terms therein reported were the best that said applicant had been able to obtain, thereupon authorized and ordered said guardian to execute a note and mortgage to one C. D. for the sum of money hereinbefore specified and upon the terms so reported to the court.

Now, therefore, the said A. B., guardian of said M. F. and J. F., in consideration of such finding and order of said court, and of the premises, and of the powers vested in him as such guardian by law, and in consideration of the sum of — dollars, to him paid by the said C. D., the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the said C. D., his heirs and assigns forever, the following described real estate, (description of property).

To have and to hold said premises with the appurtenances thereunto belonging, unto the said C. D., his heirs and assigns forever; as fully and completely as the said A. B., guardian as aforesaid, by virtue of said order and of the statute made and provided for such cases, might or should execute this mortgage.

Provided, however, that if A. B., as such guardian, shall well and truly pay the certain promissory note, of even date herewith, for — dollars (\$—) with interest at — per cent. per annum, payable semi-annually, due —, 19—, executed and delivered by said A. B., as such guardian, to said C. D., then this conveyance shall be void, otherwise to remain in full force and effect.

In witness whereof the said A. B., as guardian of said M. F. and J. F., has hereunto set his hand this — day of —, 19—. Signed and acknowledged in presence of
A. B.

Certificate of acknowledgment, form No. 4.

NOTE.

For form of promissory note of guardian or trustee excluding personal liability, see form No. 748.

No. 687.

SATISFACTION OF MORTGAGE, ON THE ORIGINAL INSTRUMENT.

Rev. Stats. § 4135.

—, 19—.

The conditions of this mortgage have been fully complied with and satisfied, and the same may be discharged of record.

—.

No. 688.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT.

Rev. Stats. § 4135a.

Know all men by these presents, that C. D., of —, Ohio, does hereby certify, that a certain mortgage deed, dated the — day of —, 19—, and recorded on the — day of —, 19—, in record of mortgages, volume —, page — in the office of the recorder of — county, Ohio, executed by A. B. to C. D. on the following described real estate, situated in the — of —, county of — and State of Ohio,

(description of property)

has been fully paid and satisfied and the recorder is authorized to discharge the same of record.

In witness whereof the said C. D. has hereunto set his hand this — day of —, 19—.

Signed and acknowledged
in presence of

C. D.

—
—

Certificate of acknowledgment, form No. 1.

No. 689.

WAIVER OF PRIORITY OF MORTGAGE.

Know all men by these presents, that in consideration that The E. F. Banking Company of —, Ohio, shall loan the sum

of — dollars (\$——) to A. B. of —, Ohio, upon the security of a mortgage upon real property of said A. B., situated (description of property).

I hereby consent, promise and agree that said mortgage deed so to be executed and delivered to said The E. F. Banking Company shall be a first and best lien on said premises, and I hereby waive, in favor of said mortgage so to be executed, the priority of a mortgage thereon, dated —, 19—, executed and delivered to me by said A. B. and recorded in volume —, page — of — county records; of which mortgage I am now the owner and holder.

In witness whereof I have hereunto set my hand this — day of —, A. D. 19—.

Signed and acknowledged
in presence of

C. D.

—
—

Certificate of acknowledgment, form No. 1.

No. 690.

MORTGAGE BY REALTY COMPANY ON ALLOTMENT, WITH PROVISION FOR SINKING FUND.

The A. B. Realty Company.

to

The C. D. Trust Company, Trustee.

This indenture, made and entered into this — day of —, A. D. 19—, by and between The A. B. Realty Company, a corporation duly organized and existing under the laws of the State of Ohio, hereinafter designated "Realty Company," party of the first part, and The C. D. Trust Company, Trustee, hereinafter designated "Trustee," party of the second part, witnesseth, that whereas, at a duly convened meeting of the board of directors of said Realty Company, held at —, in the city of —, Ohio, on the — day of —, 19—, at which meeting all of the directors of said Company were present, a resolution was duly presented, seconded and unanimously adopted in the words and figures following, to wit:

“ Whereas, The A. B. Realty Company has, in the acquisition of new properties and in making improvements thereon and on other properties formerly owned by it, including the introduction of sewers, pavements and gas mains, incurred an indebtedness of \$—— to sundry persons, and whereas, it is for the benefit and advantage of the stockholders of this company that said indebtedness should be funded and consolidated, and

“ Whereas, the further prosecution of the plans for the improvement and development of the properties of this company, essential to the realization of the full value thereof, contemplates and involves the expenditure from time to time of large sums of money:

“ Now, therefore, be it resolved that, for the purposes above set forth and for other and general purposes of this company in accordance and in fulfilment of its charter rights, powers and privileges, The A. B. Realty Company create and issue its series of coupon bonds payable to The C. D. Trust Company, Trustee, or bearer, in the aggregate amount of *one hundred thousand* dollars (\$100,000), par value, and that each of said bonds shall be of the denomination of one thousand dollars (\$1,000) and shall bear date the —— day of ——, 19—, and shall mature and become due and payable on the —— day of ——, 19—, unless sooner called by the Trustee, and shall bear interest from the —— day of ——, 19—, at the rate of 5 per cent. per annum payable semi-annually on the first days of —— and —— in each year, and that such instalments of interest shall be evidenced by coupons annexed to said bonds, which coupons shall be payable to bearer, and that both said principal and interest shall be payable in gold coin of the United States of or equal to the present standard of weight and fineness at the office of said Trustee, and that each and every of said bonds and coupons, when issued, shall be equally secured by a mortgage or deed of trust to be duly executed and delivered by this company to said Trustee creating and constituting a first lien upon all the real properties of this company:

“ And be it further resolved that each of said bonds shall be duly signed by the president of this company and its corporate seal be thereto affixed, attested by the signature of the secretary of this company, and that each of said coupons shall bear the lithographic facsimile of the signature of L. M., the treasurer

of this company, which said facsimile shall be equivalent in every respect to the manual signing thereof, and that said bonds shall not be valid unless the certificate of the said Trustee has been duly endorsed thereon, and that said bonds shall be numbered consecutively from one to one hundred, both inclusive, and that said bonds, coupons and trustee's certificate except as to unfilled blanks, shall be substantially in the form, words and figures following to wit:

United States of America,
State of Ohio.

Number ———.

\$1,000.

The A. B. Realty Company
First Mortgage Gold Bond
(with sinking fund).

"The A. B. Realty Company, a corporation duly organized under the laws of the State of Ohio, for value received, hereby promises to pay to The C. D. Trust Company, Trustee, or bearer, or to the registered holder hereof, if registered, the sum of one thousand dollars on the — day of —, 19—, upon surrender hereof, together with interest thereon from the — day of —, 19—, at the rate of 5 per cent. per annum, payable semi-annually on the — day of — and — in each year at the office of said The C. D. Trust Company, in the City of —, Ohio, upon presentation and surrender of the coupons hereto attached as they successively become due, both principal and interest being payable in gold coin of the United States of or equal to the present standard of weight and fineness. This bond is one of a series of one hundred bonds of like tenor, date and amount herewith, and numbered consecutively from one to one hundred both inclusive and amounting in the aggregate to one hundred thousand dollars, the prompt payment of the principal and interest upon all of which is equally secured by a certain indenture of mortgage or deed of trust duly executed and delivered by The A. B. Realty Company to The C. D. Trust Company, Trustee, dated the — day of —, A. D. 19—, creating and constituting a first mortgage on all the real properties owned by said The A. B. Realty Company and fully described in said mortgage or deed of trust, to which reference is hereby made for all the terms and conditions thereof. In the event of default in the payment of

any interest coupon upon any of said bonds, as and when the same matures and becomes payable, if such default shall continue for thirty (30) days thereafter, then, and in such event, the principal of all of said bonds then outstanding may immediately become due and payable as provided in said mortgage. This bond is subject to call by the Trustee at par and accrued interest at any time prior to maturity. This bond shall not be valid unless the certificate hereon has been signed by the said Trustee. This bond may be registered in the name of the owner hereof upon the books kept for that purpose by said The C. D. Trust Company, Trustee, which registration shall be endorsed hereon and thereafter no transfer of said bond shall be effective unless made upon said book by the registered owner hereof, in person or by his duly authorized attorney, but such registration may be made to bearer and thereafter this bond shall pass by delivery merely until again registered in the name of the owner hereof. The registration of this bond shall not restrict the transfer of the coupons hereto annexed by delivery merely.

In witness whereof, The A. B. Realty Company has caused this bond to be signed by its president and its corporate seal, attested by its secretary, to be hereto affixed in the City of —, Ohio, this — day of —, A. D. 19—.

The A. B. Realty Company.

By —, President.

(Corporate seal)

Attest —, Secretary.

Form of Coupon.

\$25.

On the — day of —, 19—, The A. B. Realty Company will pay to bearer upon surrender hereof at the office of The C. D. Trust Company, —, Ohio, twenty-five dollars in gold coin of the United States, being six months' interest then due on its first mortgage gold bond number —.

L. M.,

Treasurer.

Form of Trustee's Certificate.

No. —.

This bond is one of the series of bonds mentioned and described in the mortgage above referred to.

The C. D. Trust Company,

By —, President.

“ And be it further resolved, that the president and secretary of this company be and they are hereby directed to cause to be prepared a mortgage or deed of trust to secure said bonds embodying the provisions of these resolutions, as well as such other provisions as may in their judgment best effect the true purpose and intent hereof, and that such mortgage when drawn shall, together with these resolutions, be duly submitted to the stockholders of this company for their approval,” and

Whereas, at a duly convened meeting of the stockholders of said Realty Company, held at the office of said Realty Company in the City of —, Ohio, on the — day of —, 19—, at which every share of stock was present or duly represented by proxy, the said resolutions passed by the board of directors of said Realty Company were reported, and read to the meeting in the words and figures hereinbefore set forth and as passed, and an indenture of mortgage or deed of trust in the words and figures herein set forth was then presented and read to the said stockholders, whereupon the following resolution was duly presented, seconded and unanimously adopted, to wit:

“ Be it resolved by the stockholders of The A. B. Realty Company that the resolutions of the board of directors of this company, passed —, 19—, and now presented and read in this meeting, be and the same are hereby fully ratified, adopted and confirmed as fully as if the same were at length set forth in this resolution; and be it further resolved that the form of indenture of mortgage presented and read in this meeting be and the same is hereby approved and adopted as fully as though the words and figures thereof were herein set forth at length, and that the president and secretary of this company be and they are hereby authorized, empowered and directed to duly execute, acknowledge and deliver the said indenture of mortgage as and for the due corporate act of The A. B. Realty Company, according to the true intent and meaning thereof, in full execution and performance of the contractual powers of this company vested, and

“ Be it further resolved, that each of said bonds secured by said mortgage shall be duly signed by the president of this company and the corporate seal of this company thereto affixed, attested by the secretary, and that the same be then delivered to said The C. D. Trust Company, Trustee, to be by it duly certified

and then held subject to the order of the board of directors of this company.”

Now, therefore, this indenture witnesseth:

That for and in consideration of the sum of five dollars (\$5) cash in hand paid by the said Trustee to the said Realty Company at and before the execution and delivery of this indenture, the receipt whereof is hereby acknowledged, and in consideration of the covenants and agreements hereinafter set forth and entered into, the said party of the first part has granted, bargained, sold, assigned, set over, released, confirmed and conveyed and by these presents does hereby grant, bargain, sell, assign, set over, release, confirm and convey, unto the said The C. D. Trust Company, Trustee, its successors and assigns forever, the following described real property, to wit:

(description of property).

To have and to hold all and singular the said premises and every part and parcel thereof with all the appurtenances in any wise thereunto belonging or appertaining unto the said Trustee, its successors and assigns, to its and their use, benefit and behoof forever, in trust nevertheless for the equal pro rata benefit and security of all the bonds secured hereby without any preference or priority of one bond over another, by reason of priority in time of issue or negotiation thereof, or other cause, and in accordance with the terms and conditions hereinafter specifically declared and expressed.

And the said Realty Company, for itself and its successors and assigns, does hereby covenant with the said Trustee, and its successors and assigns and with the owners and holders of the bonds and interest coupons secured hereby, that it is the true and lawful owner of the above described premises and is well seized of the same in fee simple and has good right and full power to bargain and sell the same in manner and form above written, and that the same are free and clear of all incumbrances whatsoever, and that it will warrant and defend said premises with the appurtenances thereunto belonging unto the said Trustee, its successors and assigns forever, against all lawful claims and demands whatsoever.

**Defeasance
clause.**

Provided, however, if the said Realty Company, or its successors or assigns, shall well and truly keep and perform all the covenants and conditions of this in-

denture, pay or cause to be paid the several sums of money specified in the several bonds and interest coupons thereto annexed, hereinbefore described and hereby secured, according to their true tenor and effect, then and in such case the estate, right, title, interest and demand of said Trustee, its successors and assigns in said trust, shall cease, determine and become void, otherwise to be and remain in full force and effect.

Realty company to make certain street improvements.

The Realty Company hereby covenants, stipulates and agrees to and with the Trustee that by way of further and additional security for the bonds hereby secured it will, during the years, 19— and 19—, expend in further street improvements upon the streets extending and running through said premises the sum of — dollars (\$—) in excess of all sums so expended by it prior to the date of these presents, and that it will at the time of the issuance of said bonds file with the Trustee a written undertaking, with The — Surety Company of — as surety, in the penal sum of — dollars (\$—) for its faithful compliance with the provisions of this covenant.

Mortgagor to deposit one year's interest in advance.

And the Realty Company further covenants that it will, at and before the issuance of said bonds, deposit with said Trustee five thousand dollars (\$5,000), being one year's interest in advance upon all of the bonds hereby secured.

Mortgagor to have possession until default.

Until default be made in the payment of the principal or interest of said bonds, or any of them, or in the performance of any of the covenants, stipulations and provisions in this indenture contained on the part of the Realty Company, said Realty Company, its successors and assigns, shall be permitted to possess, manage, sell and enjoy said premises and property with its appurtenances, and to take and use the proceeds, rents, incomes, and profits thereof in the same manner and with the same effect as if this indenture had not been executed, except as hereinafter limited and provided.

Trustee to take possession on default.

In case default shall be made in the performance of any of the covenants and conditions herein contained, or in the payment of interest on said bonds, or any of them, on the day when the same shall become due, and said default shall continue for thirty days thereafter, it shall be lawful for the Trustee by itself, its agents or

attorneys, to enter upon, take possession of, and manage said premises and property hereby conveyed, and to collect and receive all rents, issues and profits thereof, and after deducting all proper or necessary expenditures as well as just and reasonable compensation for its services in and about the premises, to apply the moneys arising therefrom to the payment of interest on the bonds outstanding in the order in which it becomes due and ratably to the persons entitled thereto and when said interest so in default and any instalments of interest subsequently maturing shall be paid up, the Trustee shall restore the possession of said property to the said Realty Company to be held subject to these presents.

All bonds to become due on default.

In case default shall be made in the payment of the interest on the aforesaid bonds, or any of them, on the day when the same shall become due, and said default shall continue for thirty days thereafter, then the principal of all of said bonds shall, at the option of one-third of the holders in amount of the said bonds at the time outstanding to be expressed in writing or writings delivered to said Trustee, become immediately due and payable. But, if thereunto requested in writing by the holders of the majority in amount of the said bonds then outstanding, the said Trustee shall revoke and recall said option if it shall have been exercised and give notice to said Realty Company accordingly; but said action shall not be deemed or taken to relate to or affect any subsequent default or to impair any right arising upon such subsequent default. The Trustee may in its discretion require actual deposit of bonds with it as evidence of ownership before acting under the provisions herein contained. In the event of default in the payment of the principal of said bonds or any part thereof after the same shall have become due as aforesaid, or in the event of default in any other thing herein required to be kept or done by said Realty Company, the said Trustee, or its successors in the said trust, may and it or they are hereby authorized and empowered and directed to cause the whole of said premises, or any part or parcel thereof, hereby granted and conveyed or intended so to be, with their appurtenances and all benefit and equity of redemption of the said Realty Company and its successors and assigns therein and thereto, to be sold as an entirety or in lots or parcels at private sale or at

public auction in the City of —, Ohio. In case of sale at public auction at least sixty days' previous notice of the time and place of such sale shall be given by publishing the same at least once in each week during such period of sixty days in a newspaper published in the City of —, Ohio, and giving such other notice of such sale as may be required by law, if any other notice be so required. And it shall be lawful for the said Trustee, or its successors in this trust making such sale or sales, and it and they are hereby

Advertisement in case of public sale.

Trustee to make deeds, etc., to purchaser.

authorized and empowered, as the attorney or attorneys of the said Realty Company by these presents duly constituted and appointed for that purpose, to make, execute and deliver to the purchaser or purchasers on such sale or sales all such deeds, bills of sale, transfers and conveyances as shall be necessary or proper to convey and assure to, and vest in, him or them the said premises and property, or any lot or parcel thereof, and all of the estate right, title and interest of the said Realty Company and its successors and assigns therein and thereto, and such sale or sales and the deeds, bills of sale, transfers and conveyances so to be thereupon executed shall be valid and effectual forever and shall be a perpetual bar both in law and equity against the said Realty Company, and its successors and assigns, and against all persons claiming or to claim by, from, through, or under it, or them or any of them.

Trustee's receipt to be sufficient discharge to purchaser.

And it is further agreed and declared that the receipt of the Trustee or Trustees, who shall make the sale or sales hereinbefore authorized, shall be a sufficient discharge to the purchaser or purchasers at such sale for his or their purchase money and that such purchaser or purchasers, his or their heirs, personal representatives or assigns, shall not, after paying such purchase money and receiving such receipt of such Trustee or Trustees therefor, be obliged to see to the application of such purchase money upon or for the trusts or purposes of these presents or be in any wise answerable for any loss or misapplication or non-application of such purchase money by the Trustee or Trustees.

Distribution of proceeds.

And it is hereby declared and agreed that the said Trustee or its successors in the said trust shall, out of the proceeds of such sale or sales or of any sale

which shall under judicial proceedings or otherwise be made of the said premises or other property in enforcement of the security afforded by these presents, in the first place, pay and retain the costs and expenses attending such sale and all counsel fees and other expenses incurred by it or them in reference to the same and a reasonable compensation for its or their own services in the premises and also any balance which may be due to it or them on account of any disbursements or expenses paid or incurred in or about the care and management of the said premises subsequent to the taking possession thereof by it or them, including reasonable compensation of any agent or agents who may be employed in or about such care and management; and shall apply the residue of the proceeds of such sale or sales, or so much thereof as may be necessary, to the payment of the whole amount of principal and interest which shall be then owing or unpaid upon the said bonds or any of them whether the said principal by the tenor of said bonds be then due or yet to become due and, in case of a deficiency of such proceeds to pay in full the whole amount of the principal and interest owing and unpaid upon the said bonds, they shall be paid ratably, in proportion to the amounts owing and unpaid upon said bonds respectively, and without discrimination as between principal and interest and without preference of the holder of any one bond or interest coupon over any of the others, and any surplus which may remain after the full payment as aforesaid of the principal and interest of all of the said bonds shall be paid over to the said Realty Company, or its successors or assigns, upon lawful demand being made therefor.

**Trustee may
bring fore-
closure pro-
ceedings.**

It is hereby further provided, declared, granted and agreed that instead of selling the aforesaid premises or property after notice by advertisement as is hereinbefore authorized, the said Trustee, in the event of default as aforesaid and the continuance of such default as aforesaid, may, and, upon being requested and indemnified as hereinafter provided, shall, proceed by a suit, or suits, in equity or at law, as the said Trustee may be advised by counsel, to enforce the payment of said bonds and to foreclose this mortgage and sell the property and premises hereby conveyed under the judgment or decree of a court of competent jurisdiction. And it is hereby expressly declared that the rights of entry and sale

hereinbefore granted are intended as cumulative remedies and shall not be deemed to deprive the said Trustee, or the beneficiaries under this trust acting through such Trustee, of any legal or equitable remedy by judicial proceedings appropriate to enforce the provisions of this instrument, but no bondholder or bondholders shall take or institute any proceeding to enforce the provisions hereof until after he or they shall have requested the Trustee in writing to take or institute proceedings to foreclose this mortgage, and have furnished proper indemnity, and said Trustee shall have thereupon refused or neglected to take or institute such proceeding or proceedings. In case the Trustee shall so proceed by suit or suits in equity or at law, said Trustee, or its successors, shall be entitled to have the said premises or property hereby granted or conveyed or intended so to be, either as an entirety or by lots or parcels, sold under the order or decree of a court or courts of competent jurisdiction for or towards the satisfaction of the principal and interest due or owing upon then outstanding bonds issued under or entitled to the benefit of the security of this mortgage, and for the enforcement of the rights, lien and security of the Trustee for the bondholders, said Trustee or its successors shall also be entitled to a receivership, pending any such suit or proceedings, of said premises and property and of the rents, profits and income thereof, and in case of such judicial sale, the net proceeds thereof shall be applicable and distributed in like manner as hereinbefore provided in respect to the net proceeds of a sale of such mortgaged premises and property under and by virtue of the power of sale hereinbefore contained, and all the stipulations and provisions in this indenture contained with reference to or consequent upon a sale of such mortgaged premises and property, rights, immunities and franchises, when or if sold under said power of sale, shall be applicable and applied, as far and as nearly as may be, in case of such judicial sale being made under the order or decree of a court or courts. And it is hereby declared, provided and agreed that in case of such sale as hereinbefore authorized being made by the Trustee or its successors in the said trust, or in case of any judicial sale being made of the said premises and property hereby mortgaged, or any part thereof, in enforcement of the mortgage lien hereby created, the purchaser or purchasers at such sale shall be entitled in

making settlement for, and payment of, the purchase money bidden at such sale, to turn in or use toward the payment of such purchase money the bonds held by such purchaser or purchasers to or towards the payment whereof the net proceeds of such sale shall be legally applicable, reckoning such bonds, or the amount so turned in or used for such purpose, at such sum as shall be payable out of the net proceeds of such sale to such purchaser or purchasers as holder or holders of such bonds for his or their just share or proportion of such net proceeds of sale upon the due apportionment of and concerning such net proceeds, due receipts and acknowledgments being thereupon given by the holders of such bonds for the amount thus realized thereon by reason of turning in or using the same as aforesaid, and the said bonds being (if the net proceeds of said sale shall be sufficient to extinguish them) delivered up to the person or persons making the sale and entitled to receive payment of the purchase money or (if such net proceeds shall only suffice to make a partial payment on said bonds) due endorsement being made upon said bonds of the amount so realized on account thereof.

Purchasers at sale under mortgage may apply bonds in payment.

The said Realty Company doth hereby further covenant, promise, and agree that in case of any default on its part, as aforesaid, it will not set up, claim, or seek to take advantage of, any valuation, stay or extension, redemption or other law or laws, which may then exist or be in force, in order to prevent or hinder the enforcement or foreclosure of this mortgage or the absolute sale of the said mortgaged premises or property hereinbefore provided without and free from any appraisement, valuation, stay, right of redemption or other condition or hindrance, but will and hereby does waive the benefit of any and all such law or laws and consents and agrees that a sale or sales of the said mortgaged property or premises under these presents shall have immediate effect and shall vest in the purchaser thereof an absolute title to the said property or premises so sold upon the payment of the purchase money by him and the completion of the purchase.

And the Realty Company, for itself, its successors and assigns, hereby agrees to waive and does hereby absolutely and irrevocably waive and relinquish the benefit of any and all valuation.

Waiver of benefit of valuation, etc., laws.

stay, appraisement, extension or redemption law or laws, now existing or in force, or which may hereafter be passed by the State of Ohio, which, but for this provision, agreement and waiver, might be applicable to the sale or sales hereinbefore authorized to be made by the Trustee of the said property and premises or to any judicial sale which may be made of said mortgaged property and premises, or any part thereof, under and by virtue of the judgment or decree of any court of competent jurisdiction in a suit instituted for the foreclosure of this mortgage or for enforcement of the lien by this indenture created; and the said Realty Company, for itself, its successors and assigns, agrees to waive and does hereby irrevocably waive any and all right of redemption which it might or could otherwise have or be entitled to under any present or future laws of the State of Ohio, upon or after or in respect of any sale of the said mortgaged premises and property, or any part thereof, which may be made either by the Trustee or Trustees under the power hereinbefore contained, or at a judicial sale under the order or decree of a court in a suit for the foreclosure of this mortgage or enforcement of its lien as aforesaid; and the said Realty Company hereby covenants that it will not set up or seek to take the benefit or advantage of any such present or future valuation, stay, appraisement, extension, or redemption law to prevent, hinder or delay the absolute or irredeemable sale of said mortgaged premises and property as hereinbefore authorized to be made by the Trustee, or as might, but for such law, be directed or decreed by a court of competent jurisdiction.

**Grantor to pay
taxes and
insurance.**

The said Realty Company doth hereby covenant, promise and agree to and with the said Trustee and its successors in the trust hereby created that, while said Realty Company shall remain in possession of said property and premises, it shall and will, from time to time, pay and discharge all taxes and assessments lawfully imposed upon said mortgaged premises and property, or upon any part thereof, the lien of which might or could be held prior to the lien of these presents so that the priority of this mortgage may be duly preserved and that said Realty Company shall not and will not do or suffer any matter or thing whatsoever, whereby the lien of this indenture of mortgage might or could be impaired until the said bonds hereby secured with all the interest accrued

thereon shall be fully paid and satisfied save and except in the clause next following specifically provided, and that it will, at all times during the continuance of the trust hereby created, have and keep all buildings and structures upon the premises hereby conveyed or upon premises received by way of exchange therefor under the terms hereof, insured against loss or damage by fire in responsible insurance companies to the fair insurable value thereof, with clause inserted in all policies making any and all loss under the same payable to the Trustee as its interest might appear, and to deliver such policies to the Trustee from time to time as the same may be issued and taken out; and that in default for the period of six months after demand made by the Trustee in the payment of any such taxes, assessments, liens, incumbrances, charges or insurance premiums, the Trustee herein named, or the holder of any bonds secured hereby, may pay the same, without prejudice, however, to any rights of the Trustee hereunder by reason of such default in payment by the Realty Company, and when so paid the amount thereof together with six per cent. interest from the date of such payment shall become a lien prior to the said bonds upon the premises hereby conveyed and shall be protected as such by this instrument.

The Trustee shall be under no obligation to pay said taxes or assessments or to cause said property to be insured except upon written request of a majority in interest of said bonds and upon being properly indemnified.

It is hereby declared and provided that the said Trustee shall, at the request and application and at the proper cost of said Realty Company, give full and complete release and discharge, from the lien of this mortgage, of any lot or lots hereby mortgaged which may be designated in such application and request, upon the payment to, and receipt by, the said Trustee of a sum in cash equal to sixty (60) per cent. of the gross sale or purchase price of said lot or lots, in case the same may be sold by said Realty Company, the said sum, however, in no case to be less than — dollars (\$—) per front foot upon each and every front foot of the lot or lots so released. All lots so released shall be entirely free and discharged from the lien of this mortgage and the person or persons purchasing the same

**Stipulation for
release of parts
of mortgaged
premises on
part payments.**

shall not be required to look to the use or application of the money so paid to the said Trustee, but the receipt of said Trustee shall be a full discharge therefor.

In case of any default in the payment of the principal or interest of said bonds, or any of them, and so long as such default shall continue, the making of releases under the foregoing provisions shall be at the option of said Trustee.

All estimates of front feet shall be in accordance with the plat of the A. B. Realty Company's allotment on file in the office of the Trustee and signed by the parties hereto for identification and the consideration hereinbefore provided to be paid to said Trustee for the release from this mortgage of any corner, curved or irregular lot or lots shall be at the rate of sixty (60) per cent. of the gross sale or purchase price of such lot or lots, but in no case to be less than — dollars (\$—) per front foot for such number of front feet as may, in the discretion of said Trustee, be fixed and ascertained by an equitable apportionment of the frontage to the average depth of lots and to the number of square feet in the lot sought to be released.

Said Trustee shall keep an accurate list of all lots and parts of lots released under the provisions of this mortgage and of the frontage embraced therein and of the sums of money received therefor.

**Stipulation for
exchange of
property.**

In case said Realty Company shall desire to make any exchange of property, the property received in exchange shall be conveyed to said Trustee, and the Trustee may execute a release of the property to be conveyed in exchange by said Realty Company, when said property received in exchange is so conveyed to said Trustee.

If, in the opinion of said Trustee, the property to be received in exchange by said Realty Company is of less value than the property to be given by it in exchange, then said Trustee may refuse to execute or make such release. All property received in exchange shall be under the sole management and control of said Trustee, with full power of sale and conveyance, for such prices, on such terms, at such times and in such manner, as in the discretion of said Trustee may seem best.

When any property so received in exchange shall be sold by said Trustee the proceeds of such sale shall be paid into the sinking fund hereinafter provided for.

**Sinking
fund.**

It is further stipulated, covenanted and agreed by and between the parties hereto that all amounts received by said Trustee upon releases of parts of said mortgaged property or premises, or from rents or sales of property received in exchange for parts of the premises hereinbefore described, shall be by said Trustee set apart and held as a sinking fund; that one-half of all sums so received by said Trustee shall be applicable solely to the payment of the principal of said bonds and one-half shall be applicable as well to the interest as to the principal of said bonds; and that said Trustee, and its successors, shall hold said sinking fund for the further security of the payment of interest and for the ultimate redemption of said bonds, and that said Trustee shall apply the one-half of said sinking fund which is applicable solely to the payment of the principal in the redemption of bonds secured hereby, when and as soon as said sinking fund shall accumulate to the amount of — dollars (\$—). That the one-half of said sinking fund applicable to the payment of interest as well as principal, excepting an amount equal to six months' interest on said bonds, may be loaned by said Trustee upon the security of first mortgage on improved real estate in — County, Ohio, to an amount not exceeding one-half of its actual market value, such value to be estimated by said Trustee.

**Trustee to
cancel bonds
when redeemed.**

It is further stipulated, covenanted and agreed by and between the parties hereto that the said Trustee shall promptly cancel all bonds secured hereby which it may redeem under the provisions hereof, and that such bonds so cancelled shall be held by the Trustee until the expiration of the trust hereby created, but shall be thereafter deemed and treated as fully paid, discharged and satisfied.

**Bonds may be
redeemed be
fore maturity.**

It is further mutually stipulated, covenanted and agreed between the parties hereto that any or all of the bonds hereby secured may be redeemed by the Trustee at par at any time before maturity, on the payment of principal and accrued interest and that said Trustee, whenever and as often as the one-half of said sinking fund applicable solely to the payment of principal may accumulate in its possession to the amount of — dollars (\$—) or more, shall forthwith call, redeem and pay as many of said bonds as said funds will permit, at par, with accrued

interest, giving not less than fifteen (15) days' notice in writing to the holder or holders of the bond or bonds desired to be redeemed, if the same be registered or if the address or place of business of the owner or owners be known to said Trustee, or if the address of the owner or owners shall be unknown to the Trustee, then by publishing notice in a daily newspaper of general circulation in the City of — once each week for three consecutive weeks. Said notice, however given, shall specify the numbers of the bonds to be redeemed and the place where and time when the same shall be redeemed, and in case the bonds selected to be redeemed at any such time or times by said Trustee are less in number than the whole issue of bonds secured by this mortgage, then said Trustee shall apportion the bonds so to be redeemed among the holders of such bonds in proportion to their respective holdings of the same as nearly as it can ascertain, and the determination thereof by said Trustee shall be final and conclusive, and the bonds so selected for redemption shall cease to draw interest from and after the day fixed for such redemption and of which due notice shall have been given as herein provided; and all bonds so redeemed shall, upon surrender by the owner or owners thereof, be immediately stamped "Paid" by said Trustee and cancelled and when so cancelled shall be held by said Trustee as hereinbefore provided.

It is further mutually stipulated, covenanted and agreed that all surplus arising from the sales of lots and property, in excess of the sum set apart and held by the Trustee as a sinking fund, shall be held and used by said Realty Company in payment of its current obligations incurred in the development of its allotment property, or property received in exchange therefor as herein provided, in the extension of its street improvements, in the construction of houses, in the payment of interest, insurance premiums, taxes and assessments, commissions of real estate brokers, and other expenses of sales and for general conduct of its business. In case said funds accumulate in excess of the amount needed for the above mentioned purposes, one-half of said accumulated funds shall be paid to said Trustee to be held in the sinking fund hereinbefore provided for, to be used for the further redemption of bonds and the remaining one-half of said accumulated funds may be used by said Realty Company in the payment

Disposition of surplus arising from sales of property.

of dividends on its capital stock, provided however, that no dividends shall be paid to the stockholders of said Realty Company until — of the bonds secured by this mortgage of the aggregate par value of — dollars (\$—) shall have been redeemed and paid.

Grantor to execute further instruments of conveyance. And it is further stipulated, covenanted and agreed if any parcels or tracts of land, the legal title to which has not yet been acquired by said Realty Company have been included within the general description of the premises hereinbefore contained, that when and as said pieces of property are purchased by said Realty Company the title thereto shall pass to said Trustee without further conveyance, but that due conveyance of the same shall be made to said Trustee by way of further assurance of title if and whenever said Trustee shall so request, and said Realty Company, for itself, its successors and assigns, does hereby covenant and agree to and with the said Trustee, and its successors in this trust, and to and with the respective persons who shall at any time become the holders of the bonds secured hereby, or any of them, that said Realty Company, its successors and assigns, shall and will at any time and from time to time hereafter, upon request, make, do, execute and deliver all such other and further acts, deeds and things as shall be reasonably advised, devised or required to effectuate the intention of this indenture and to secure and confirm to the said Trustee, and its successors, all and singular the property and premises hereinbefore described and hereby intended to be granted and make the same available to the security and satisfaction of the said bonds according to the intent and purpose herein expressed.

Substitution of trustee. It is hereby further provided, declared and agreed that the Trustee under this indenture or any of its successors may at any time be removed from the trust, by instrument or concurrent instruments in writing executed under the hands of the holders of two-thirds in amount of the then outstanding bonds secured hereby or their attorneys in fact thereunto duly authorized; and that any vacancy in the office of Trustee whether so created, or arising from the resignation, insolvency, incapacity or other cause, may be filled by appointment of one or more competent persons, or a corporation, as new trustees, or as a new trustee, by an instrument or con-

current instruments in writing executed under the hands of a majority in interest of the holders of the then outstanding bonds secured hereby, or their attorneys in fact thereunto authorized, and that an appointment so made shall supersede and take precedence over any appointment made in any other manner whatsoever. And it is hereby covenanted and agreed that any new Trustee or Trustees appointed as aforesaid shall upon their, his or its appointment and without any further act, deed or conveyance become and be vested with all of the estates, trusts, rights, powers and duties of the trustee in whose place they, he or it shall have been appointed; but nevertheless the respective parties hereto and their respective successors and assigns, shall and will, upon request, make, execute and deliver all such releases, conveyances and assurances as shall be appropriate to vest in, confirm and assure to such new trustees, or new trustee, such estate, trusts, rights, powers and duties according to the intent above expressed.

It is further understood and agreed, by and between the parties to these presents, that the Trustee under this indenture is entitled to a reasonable compensation for all services rendered hereunder, and that in case the Trustee, or its successors in said trust, shall, upon default made, take possession or make sale of the said premises pursuant to the provisions of this indenture, it or they shall be entitled to receive and retain from the income and proceeds of said premises a reasonable compensation for its or their services in the care and management of said premises and a reasonable compensation for the sale thereof as aforesaid.

And the said Trustee does hereby accept the trust and assume the duties and responsibilities conferred upon it by these presents, but the Trustee shall be under no obligation to recognize any person as holder or owner of any bond or bonds secured hereby or to do or to refrain from doing any act pertaining to the requisition or demand of any person claiming to be a bondholder until such person shall have, as evidence of his ownership thereof, deposited his bond or bonds with said Trustee. On the due execution and delivery by the Realty Company to the Trustee of this indenture of mortgage or deed of trust, and on the payment to it of said sum of five thousand dollars (\$5,000) on account of interest on said bonds for the first year, the said Trustee shall immediately cer-

**Compensation
of trustee.**

**Acceptance of
trust by
trustee.**

tify all the bonds secured hereby and deliver the same to the Realty Company. Such delivery of instruments and payment of money shall be the necessary and conclusive evidence, and the only evidence to be required by the Trustee, as to its authority to certify said bonds.

Covenants binding on successors and assigns of both parties.

It is expressly covenanted and agreed by and between the parties hereto that all and singular the covenants, conditions and agreements herein contained shall extend to all the successors and assigns of the respective parties hereto, whether expressly named or referred to herein, or not.

In witness whereof, the party of the first part has caused its corporate seal to be hereunto affixed and its corporate name to be signed hereto by its president, and such sealing and signing to be attested by its secretary; and the party of the second part to signify its acceptance of the trust hereby created has caused its corporate seal to be hereunto affixed and its corporate name signed hereto by its president and such sealing and signing to be attested by its secretary, the day and year first above written. Signed, sealed, acknowledged and delivered in presence of

For the A. B. Realty

Company

The A. B. Realty Company.

By _____,
(Corporate seal.) President.
Attest _____,
Secretary.

For the

C. D. Trust Company.

The C. D. Trust Company.

By _____, President.
(Corporate seal.)
Attest _____, Secretary.

State of Ohio, }
_____ County, } ss.

Before me, a notary public in and for said county, personally appeared _____, president, and _____, secretary, of the above named The A. B. Realty Company and acknowledged the signing, sealing and execution of the foregoing instrument to be

their free act and deed and their free act and deed as such president and secretary and the free and corporate act and deed of the said The A. B. Realty Company.

In witness whereof, I have hereunto set my hand and official seal at —, Ohio, this — day of —, A. D. 19—.

[NOTARIAL SEAL.]

—,
Notary Public.

State of Ohio, }
— County, } ss.

Before me, a notary public in and for said county, personally appeared —, president, and —, secretary, of the above named The C. D. Trust Company, and acknowledged the signing, sealing and execution of the foregoing instrument to be their free act and deed and their free act and deed as such president and secretary and the free and corporate act and deed of said The C. D. Trust Company.

In witness whereof, I have hereunto set my hand and official seal at —, Ohio, this — day of —, 19—.

[NOTARIAL SEAL.]

—,
Notary Public.

No. 691

MORTGAGE BY ELECTRIC LIGHT COMPANY ON PLANT, FRANCHISES, ETC.

The A. B. Electric Light and Power Company,
to

The C. D. Trust Company, Trustee.

This indenture dated this — day of —, A. D. 19—, between The A. B. Electric Light and Power Company, a corporation duly organized and existing under the laws of the State of Ohio, hereinafter called the Light Company, party of the first part, and The C. D. Trust Company, a corporation duly organized and existing under the laws of Ohio, as Trustee, hereinafter called the Trustee, party of the second part, witnesseth:

Whereas, under and by virtue of the laws of the State of Ohio, The Light Company has power to borrow money and issue its obligations therefor, and to secure the same by mortgage or deed of trust, and,

Whereas, the directors of said Light Company at their meeting duly called and held at the City of —, Ohio, on the — day of —, 19—, by resolution duly passed, resolved to borrow the sum of \$500,000, at five per cent. interest payable semi-annually, on bonds of \$1,000, each due in twenty (20) years from date, payable in gold coin, and to secure the same by a mortgage or deed of trust upon all the property of said Light Company, and whereas, said resolution further directed the president and secretary of said company to execute and deliver to The C. D. Trust Company, Trustee, five hundred bonds of the Light Company of \$1,000 each, bearing interest at the rate of five per cent. per annum payable semi-annually in gold coin on the first days of January and July of each year, payable in gold coin twenty years from date, and to secure said bonds by a mortgage or deed of trust upon all the property, plant, rights, franchises and privileges of said Light Company in the form of this present indenture, which was duly approved, which said resolution further provided that such bonds should be of the following tenor and effect, to wit:

United States of America,
State of Ohio.

No. —.

\$1,000.00

Five per cent. First Mortgage Gold Bond
Loan of \$500,000 secured by mortgage.

The A. B. Electric Light and Power Company of —, Ohio, acknowledges itself indebted to The C. D. Trust Company, Trustee, or to the bearer hereof, in the sum of one thousand dollars, gold coin of the United States of America of the present standard of weight and fineness, which sum it promises to pay to said The C. D. Trust Company, Trustee, or to the bearer hereof, on the delivery and surrender hereof on the — day of —, A. D. 19—, at the office of The C. D. Trust Company in the City of —, Ohio, with interest thereon from the — day of —, 19—, at the rate of five per centum per annum payable half yearly at said office on the first days of the months of January and July in each year, in like gold coin of the United States of America on the presentation and surrender at the office of and to the said The C. D. Trust Company of the annexed coupons as they shall severally become due and payable under the terms hereof. This bond is one of a series amount-

ing in the aggregate to five hundred thousand dollars, consisting of five hundred bonds for one thousand dollars each, numbered from one to five hundred both inclusive, and all of which are of like tenor and date, and the payment of which is secured by a duly recorded deed of trust or mortgage bearing date the — day of —, 19—, duly executed and delivered by The A. B. Electric Light and Power Company to said The C. D. Trust Company, Trustee, and recorded in the office of the recorder of — County, Ohio, upon all of the corporate property, rights, franchises and privileges therein described, now owned or hereafter acquired.

The said A. B. Electric Light and Power Company may at its option on the first day of January, 19—, or at any half yearly interest period thereafter prior to —, 19—, pay the full amount of the principal of this bond in the manner set forth in the mortgage herein mentioned and thereupon (all interest hereon to the date of such payment having been fully paid) this bond shall become satisfied and discharged and all liability for further interest thereon shall cease; provided that the said A. B. Electric Light and Power Company shall pay, in addition to the principal and accrued interest upon this bond, a premium of two and one-half per centum upon the principal thereof. This bond shall pass by delivery unless registered. This bond may be registered in the name of the owner thereof upon books kept for that purpose by said The C. D. Trust Company, Trustee, which registration shall be endorsed hereon and thereafter no transfer of said bond shall be effective unless made upon said books by the registered owner hereof, in person or by his duly authorized attorney, but such registration may be made to bearer and thereafter this bond shall pass by delivery merely until again registered in the name of the owner hereof. The registration of this bond shall not restrict the transfer of the coupons hereto annexed by delivery merely.

This bond shall not become obligatory until it shall have been authenticated by a certificate endorsed hereon and duly signed by or for the Trustee. The holder of this bond shall not have the right to levy upon or cause said mortgaged premises to be sold under or by virtue of any judgment that may be obtained by reason of default in the payment of the principal hereof, or of the interest hereon, when and as the same shall become due by

lapse of time or in pursuance of any of the provisions of said mortgage, but such proceedings shall only be had by the Trustee under the mortgage as aforesaid on behalf of and for the equal benefit of all the holders of said bonds or upon the demand in writing of the holders of not less than a majority in amount of said bonds then outstanding and unpaid, as is provided in the said mortgage, for which provision and for all other the terms and conditions upon which this bond is made and issued and all other the provisions therein contained for the security of the same reference is hereby made to said mortgage. And the lien of any judgment that may be obtained upon this bond for any of the reasons aforesaid, or any reason whatsoever, and any process or writ of execution whatsoever issued upon said judgment or levy or sale made under such writ or process shall be limited and restricted to the said mortgaged premises and no process, attachment, sequestration or writ of execution whatsoever shall be issued upon said judgment against any other property, real, personal or mixed, whatsoever, or wherever, of said The A. B. Electric Light and Power Company, its successors or assigns, any provision in the said mortgage or anything in the laws of the State of Ohio, or any law, usage or custom to the contrary notwithstanding.

In witness whereof, The A. B. Electric Light and Power Company has caused these presents to be signed by its president and secretary and its corporate seal to be affixed hereto, this — day of —, A. D. 19—.

The A. B. Electric Light and Power Company,
 (Corporate seal) By —, President.
 —, Secretary.

Coupon.

No. —. \$25. —.

On the — day of — The A. B. Electric Light and Power Company will pay to bearer at the office of The C. D. Trust Company in the City of —, Ohio, twenty-five dollars in gold coin being six months' interest on its first mortgage bond number —.

—, Treasurer.

Trustee's Certificate.

The C. D. Trust Company hereby certifies that the within

bond is one of the series and issues described in the mortgage therein mentioned.

The C. D. Trust Company,
By —.

It was further duly resolved by the board of directors of said Light Company at said meeting that the facsimile of the signature of the treasurer of said Light Company engraved on each and every coupon be substituted for and instead of the manual signature of said treasurer and that said facsimile signature so engraved be adopted as the signature of said treasurer in the signing and execution of said coupons. And it was further duly resolved by said board of directors of said Light Company that said bonds, when certified by the Trustee, shall be delivered to or on the order in writing of —, president of the said Light Company. All of which will more fully appear by reference to the minutes of the said meeting.

Now therefore, this indenture witnesseth: that said The A. B. Electric Light and Power Company for and in consideration of the premises and of the sum of one dollar (\$1) to it duly paid by the party of the second part, said The C. D. Trust Company, Trustee, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal and interest of said bonds without priority of any of said bonds over any other but all equally according to the tenor and effect thereof, and to secure the performance of the covenants and agreements herein and in said bonds contained, hath granted, bargained, sold, assigned, transferred and conveyed and by these presents does hereby grant, bargain, sell, assign, transfer and convey unto said The C. D. Trust Company, Trustee, its lawful successor or successors in the trust hereby created, and assigns, the following described property, rights, franchises and privileges, to wit:

(description of real estate).

Also the entire electric system of said Light Company located in the City of —, County of —, and State of Ohio, all of its plant and power stations, all of its machinery, engines, boilers, dynamos, electric machines, meters, lamps, and other appliances and apparatus; all of its poles, lines and wires consisting of about — miles of "Pole Lines," and all other property of every de-

scription whatsoever, real, personal, and mixed; and also all corporate property, rights, contracts, privileges and franchises, incident or necessary to the ownership, maintenance and operation of the said plant, electric system, lines and property aforesaid, including the franchise granted by the City of —, by ordinance duly passed by the council of said city on —, 19—, and including the contract duly made with said city on —, 19—, for furnishing street lighting to said city for — years from date. And also all rights of way, licenses, easements, leases, leasehold interests, contracts, patents, buildings, erections, superstructures, machinery, tools and supplies. And also all and singular the tenements, hereditaments and appurtenances belonging to the aforesaid property, rights, franchises and privileges or in any way appertaining thereto, and the reversions, remainders, rents, issues, income, revenues, proceeds and profits thereof. And also all the estate, right, title, interest, property, possession, claim and demand, whatsoever, as well in law as in equity, of the said Light Company, of, in and to the above described premises, property, ways, easements, rights, franchises and privileges and every part thereof, with the appurtenances. And also all property, real, personal, and mixed, rights, franchises and privileges, and all extensions and additions to the foregoing property, rights, franchises and privileges to be acquired hereafter.

Habendum.

To have and to hold all and singular the above described and mentioned property, rights, franchises and privileges unto the said Trustee, its successors and assigns, in trust, for the equal pro rata benefit and security of any and all persons and parties, their respective successors, administrators, executors or assigns, who may hold any of the bonds issued, or to be issued, hereunder and upon the uses, intents and purposes hereinafter expressed and declared of and concerning the same, that is to say:

Article I. Until the said Light Company, or its successors, shall make default in the payment of some principal money or interest evidenced by said bonds or coupons, or some or one of them, according to the tenor thereof, or shall make default or breach in the performance or observance of any condition, covenant, obligation or requirement of the said bonds, or coupons, or by this mortgage

**Light company
to have
possession
until default.**

imposed on said Light Company, or its successors, the said Trustee, or its successors, and every other trustee from time to time of these presents, shall permit and suffer the said Light Company, its successors or assigns, to possess, manage, operate and enjoy the said premises, property, plants, rights, franchises and privileges hereinbefore described and to receive, take and use the incomes, revenues, rents, issues and profits thereof, in the same manner and with the same effect as if this deed of trust or mortgage had not been made.

Article II. If and whenever the said Light Company, or its successors, shall make default in the payment of principal or interest as evidenced by said bonds and coupons, or shall make default in the faithful performance of any of the covenants and agreements contained in this mortgage, and such default shall continue for a period of six months after demand, then and in such case the said Trustee or its successors may and shall, upon the written request of the holders of a majority in interest of said bonds, and upon the deposit of said bonds with said Trustee as hereinafter provided, and upon being properly indemnified, foreclose this mortgage by legal proceedings, or in the event of such default may, with or without entry, personally or by attorney, sell to the highest and best bidder in one lot or as an entirety all and singular the mortgaged premises, plants, rights, franchises and interests, lands and appurtenances, all the right, title and interest, claim and demand therein and right of redemption thereof, of said Light Company, its successors or assigns, which sale shall be made at public auction at the City of —, Ohio, and at such time and upon such terms as may be specified; notice of sale to be given by advertisement, which notice shall be sufficient if it states the time and place of sale, the terms upon which the same is to be made, a brief description of the property to be sold and be published once a week for six consecutive weeks prior to such sale in a newspaper published and of general circulation in the City of —, Ohio. Upon the completion of any such sale the Trustee shall make, execute and deliver to the purchaser or purchasers a good and sufficient deed or deeds of conveyance for the property, rights and franchises sold, and in case of any such sale the whole of the principal sum hereby secured if not previously declared due shall at once become due and

Trustee to take possession on default.

Power of sale.

payable, anything in said bonds or herein contained to the contrary notwithstanding.

Any sale completed under or by virtue of this indenture shall operate to divest all the right, title, interest, claim and demand whatsoever, either at law or in equity, of said Light Company, or its successors, of, in and to the premises and property hereby mortgaged, and shall be a perpetual bar, both at law and in equity, against The Light Company, its successors and assigns, and against any and all persons claiming or to claim the mortgaged premises, or any part or parcel thereof, by, through or under the Light Company, its successors and assigns, or any of them. The Trustee may from time to time adjourn any sale to be made by it under the provisions of this indenture by an announcement of the time and place appointed for such sale, or for such adjourned sale, and so adjourning such sale, it may without further notice or publication make sale of the mortgaged premises, property, rights, franchises and privileges at the time and place to which the same may be so adjourned.

Trustee's receipt to be a sufficient discharge to purchaser.

The receipt of the trustee shall be a sufficient discharge to the purchaser, or purchasers, of the property sold by it as aforesaid, for the purchase money and no such purchaser or purchasers, or his, their, or its representatives, vendees, grantees, or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money, upon or for any purpose or trust of this indenture, or in any manner whatsoever be amenable for any loss, misapplication or non-application of any such purchase money or for any part thereof, or bound to inquire as to the authority, necessity or expediency of any such sale. The proceeds of any such sale or sales made under the provisions of this indenture and the purchase money paid thereon shall be applied as follows:

1st. To the payment of the costs and expenses of such sale, including reasonable compensation of the Trustee, its agents, attorneys, and counsel and of all expenses, liabilities and advances made and incurred by the Trustee in managing and maintaining the property hereby conveyed or intended to be, and of all taxes, assessments or liens prior to the lien of these presents, except any taxes, assessments or other inferior liens to which such sale shall have been made subject.

2d. To the payment of the whole amount then owing or unpaid upon the bonds hereby secured for principal and interest, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon said bonds, then to the payment of such principal and interest without preference or priority of principal over interest, or of any instalment of interest over any other instalment of interest, ratably to the aggregate amount of such principal and the accrued and unpaid interest.

3d. To the payment of the surplus, if any, to The A. B. Electric Light and Power Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same, or as any court of competent jurisdiction may order.

Article III. In case of any sale hereunder any and all purchasers in making payment and settlement shall be entitled to turn in any bonds and any matured and unpaid coupons hereby secured, estimating the value of such bonds and coupons for that purpose at the sum payable out of the net proceeds of such sale to the holder or holders of such bonds and coupons, as his or their ratable share of such net proceeds after allowing for the proportion of the total payment required to be made in cash for the costs and expenses of the sale or otherwise. And if such share of net proceeds shall be less than the amount then due upon such bonds and coupons, such purchaser or purchasers may make settlement by receipting on each bond the amount to be credited thereupon and at any and every such sale, any and all of the bondholders may bid for and purchase said property and upon compliance with the terms of sale may hold and retain and dispose of such property without further accountability therefor.

Article IV. In case said Light Company, or its successors, shall make default in the payment of any of the said bonds according to the terms thereof, or of the coupons thereto annexed, or in the performance of any of the covenants and agreements of this mortgage and such default shall continue for the period of six months after demand the Trustee may, and, upon the written request of the holders of a majority in interest of said bonds and upon the deposit of said bonds with the Trustee as hereinafter provided, said Trustee shall declare the principal of said bonds due

**Purchasers
may apply
bonds in
payment.**

**Principal to
become due on
default.**

and payable and the same shall upon notice in writing to the Light Company immediately become due and payable.

Article V. Upon proper indemnity to the Trustee and upon depositing their bonds with said Trustee as herein-after provided, the holders of a majority in interest of the outstanding bonds hereby secured, anything in this indenture contained to the contrary notwithstanding, from time to time, shall have the right to direct and control any and all proceedings for any sale of the premises, property, plants, rights, franchises and privileges hereby conveyed or intended so to be, or for the foreclosure of this indenture, or for the appointment of a receiver or any other proceedings hereunder and for such purpose to instruct the Trustee to exercise its rights of election, to declare said bonds due, or to waive the exercise of the same, or if exercised to annul the same, or to institute, continue or discontinue any proceedings hereunder and no such action by the Trustee or by any such majority in at any time waiving any default, or otherwise, shall extend to or be taken to affect any subsequent default or to impair any right resulting therefrom. And all the instructions and directions to the Trustee under this article shall be in writing, signed by the holders of a majority in amount of said outstanding bonds and may be signed in any number of parts or duplicates, and shall be accompanied by the deposit of said bonds with said Trustee as hereinafter provided.

Article VI. If and whenever the holders of a majority in interest of said bonds shall make any written request or requests upon said Trustee as hereinbefore provided, to foreclose this mortgage, or to sell at trustee's sale the mortgaged premises, plants, rights, franchises and privileges and property conveyed by this indenture, or to declare the principal of said bonds due and payable, or if and whenever the holders of a majority in interest of said bonds exercise any rights of direction and control provided for by Article V hereof, the holders of such bonds shall deposit all bonds held by them with said Trustee as a special deposit to be held by said Trustee during the pendency of the proceeding or action so requested or directed by the holders thereof; and said Trustee shall give a proper receipt for the bonds so deposited and after the final termination of the proceeding or action so

Bondholders may control proceedings for sale, or foreclosure.

Bondholders to deposit bonds on exercising rights of direction or control.

requested or directed by the holders of said bonds, said Trustee shall return said bonds to the persons so depositing the same, or in case of a sale of said mortgaged property said Trustee shall account for the proceeds thereof to the persons so depositing said bonds.

Article VII. Except as herein expressly provided to the contrary no remedy herein conferred upon or reserved **Remedies to be cumulative.** to the Trustee or to the holders of bonds secured hereby is intended to be exclusive of any other remedy but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity or by statute.

Article VIII. It is further covenanted and agreed by and between the parties hereto, anything herein contained **Light company may sell property not needed.** to the contrary notwithstanding, that the said Light Company reserves to itself, and its successors and assigns, and shall have the right, at any time so long as there shall be no default in any of the covenants and agreements hereunder and in said bonds contained, to sell, convey or otherwise dispose of any part of the mortgaged property which is no longer necessary or cannot be advantageously used in the operation and use of its plants and properties and in the carrying on of its business and the Trustee is hereby authorized to execute a release for property so sold, provided however, that the proceeds of every such sale shall be applied by the Light Company to the purchase or replacement of other real or personal property or to the improvement or betterment of said mortgaged premises or business and further provided that all property of every description acquired by or with the proceeds of such sale, conveyance or other disposition, shall be in all respects subject to the lien and provisions hereof and as to any portion of the proceeds of such sale, or the whole thereof, which may not be required by the Light Company for the purpose named, the amount shall be paid over to and retained by the Trustee to the credit of an account to be used upon the direction of the Light Company for the redemption of bonds as herein provided for.

Article IX. The said A. B. Electric Light and Power Company hereby further covenants and agrees that it will **Covenants to pay taxes, insurance, etc.; replacement after loss by fire.** pay or cause to be paid the bonds herein mentioned and the interest thereon at the time and place and

in the manner herein and in said bonds provided, and that it will pay or cause to be paid all taxes, levies and assessments imposed or assessed or which may hereafter be imposed or assessed upon the premises, property, plant, franchises and privileges hereby conveyed or intended so to be and also any other tax, assessment, lien, incumbrance or other charge which may lawfully be imposed upon said premises, property, plant, franchises and privileges or any part thereof, the lien whereof might or could be prior to the lien of these presents, and that it will, at its own expense, insure and keep insured all of its property of a character usually insured by like companies similarly situated, and in the same manner and to the same extent. In the case of a loss by fire, the insurance money shall be paid to the Trustee and if the Light Company by its president or treasurer shall notify the Trustee that it desires to repair or rebuild or replace the property injured and destroyed, and shall certify the amount of money required for such purpose, the Trustee shall pay to the treasurer of the Light Company so much of the insurance money or the whole thereof as may be so required. And the Light Company shall set apart said fund to be applied solely for the repair, rebuilding, replacement and equipment to supply such loss or damage. All such new property to become immediately subject to the lien of this mortgage. And as to any portion of said insurance money, or the whole thereof, which may not be required by the Light Company for the above purpose, the Trustee shall retain the same to the credit of an account to be used upon the direction of the Light Company for the redemption of bonds as herein provided for, and that receipts from the treasurer of — County, Ohio, shall be deposited with the Trustee by said Light Company during the month of December of each and every year, while this indenture remains in force, evidencing the payment of all taxes and assessments for the year then ending; and that all policies and contracts of insurance shall be deposited with the Trustee by said Light Company as soon as the same are issued, and that in default, for the period of six months after demand made by the Trustee, of the payment of any such taxes, assessments, liens, incumbrances, charges or insurance premiums, the Trustee herein named, or the holder of any bonds secured hereby, may pay the same, without prejudice, however, to any

rights of the Trustee hereunder by reason of such default in payment by the Light Company, and when so paid the amount thereof together with six per cent. interest from the date of such payment shall become a lien, prior to the said bonds, upon the premises hereby conveyed and shall be protected as such by this instrument. The Trustee shall be under no obligation to pay said taxes or assessments or to cause said property to be insured except upon written request of a majority in interest of said bonds and upon being properly indemnified. Said Light Company further covenants and agrees to diligently preserve the rights and franchises now or hereafter granted or conferred upon it by the law of the State of Ohio, or by the ordinance or law of any city, village, hamlet, township, municipality or county wherein its plant or any part thereof shall be constructed, owned or operated and that in using or operating its plant as the same is now constructed or may hereafter be constructed or extended, it will at all times preserve the same and every part thereof together with the fixtures and appurtenances in thorough repair, working order and condition and fully supplied with power and equipment.

Article X. It is further covenanted and agreed that the Light Company shall have, and hereby reserves, the right to pay and redeem said bonds, or any of them, on the first day of January, 19—, or at any half yearly interest period thereafter and before maturity, by paying the amount of the principal thereof and in addition two and one-half ($2\frac{1}{2}$) per cent. premium thereon together with all interest accrued thereon and unpaid at the time fixed for such redemption; provided, that after the money for such redemption, cost of advertising, etc., shall be deposited with the Trustee, that notice thereof shall be given by the Trustee, by advertisement once a week for at least three successive weeks in some newspaper published in the City of —, Ohio, the first publication of notice in such case to be at least thirty days before the time fixed in said notice for such redemption; and at the expiration of such time all interest on the bonds shall cease. If said Light Company exercises said right of redemption in part only, the notice to be published as herein provided shall contain a statement of the amount and numbers of the bonds to be so paid and redeemed and said right of partial payment and

**Light company
may redeem
bonds at any
interest period.**

redemption shall be exercised only by redeeming said bonds, consecutively, in their numerical order beginning with number one.

Article XI. The Light Company from time to time and at all times as often as thereunto requested by the Trustee agrees to execute, acknowledge and deliver all such further deeds, mortgages, chattel mortgages, assignments, transfers, conveyances and assurances in law for the better assuring to the Trustee, its successor or successors in the trust hereby created, the premises, property, plant, rights, franchises and privileges hereinbefore conveyed or intended so to be, and all property and things whatsoever which may be hereafter acquired by means of the bonds secured hereby, or with the proceeds thereof or with the proceeds of any sale, conveyance or other disposition of any part of the mortgaged premises as by the said Trustee or its counsel may be reasonably advised, devised or required.

Article XII. The said Light Company, for itself, its successors and assigns, hereby irrevocably waives the benefit and advantage of any and all valuation, stay, appraisal, redemption or extension laws and of all laws requiring mortgages, liens, hypothecations, or other securities for money, to be foreclosed by action therefor, now existing or which may hereafter exist in the State of Ohio, and which, but for this provision herein, might prevent or postpone the sale of said premises, property, rights and franchises under the powers and upon the compliance with the provisions of this indenture; and The Light Company hereby covenants with said Trustee, and its successors, that it will not in any manner set up or seek to take the benefit or advantage of any such valuation, stay, appraisal or extension laws.

Article XIII. In case of the resignation, disqualification, dissolution or death of any trustee under this deed of trust or mortgage, a new trustee shall be appointed by said Light Company by an instrument in writing under its corporate seal, provided that notice thereof shall have been given by an advertisement published, at least once a week for two consecutive weeks, in some newspaper published in the City of —, Ohio, and unless a majority in interest of the holders of said bonds then outstanding shall within sixty days from the

Light company to execute all necessary instruments of further assurance.

Waiver of appraisal, etc., laws.

Substitution of trustee.

date of the last publication make objection by an instrument in writing stating the respective amounts of bonds held by them and their respective addresses, signed by them and delivered to said Light Company, the said appointment shall at the expiration of said sixty days be considered as assented to and confirmed by the holders of the bonds secured hereby. In case objection shall be made as hereinbefore specified, the Light Company shall thereupon apply to the Circuit Court of the United States for the — District of Ohio — Division, or other court of competent jurisdiction, to appoint instead such trustee as to such court shall seem meet, and at least ten days' notice of such application shall be given by mail to each said objecting bondholder at the addresses stated as aforesaid, and any such trustee so appointed, by either of the methods aforesaid, shall, from the time of appointment, have, possess and be vested with the same rights and powers as trustee as it would have had if it had originally been made a party to this indenture.

Article XIV. The Trustee, party hereto of the second part, for itself and its successors, hereby accepts the trusts and assumes the duties herein created and imposed upon it only upon the following terms and conditions, to wit:

1st. The recitals of fact herein contained shall be taken as statements made by the Light Company and shall not be construed as made by the Trustee.

2d. The Trustee may select and employ in the execution of this trust suitable agents or attorneys, whose reasonable compensation shall be paid by The Light Company, or in default of such payment, shall be a first charge upon the hereby mortgaged premises and property, and the Trustee shall not be liable for any neglect, omission or wrong doing of such agents or attorneys, reasonable care being exercised in their selection, nor shall said Trustee be otherwise answerable save for its own negligence or wilful default.

(3) The Trustee shall have a first lien upon the mortgaged premises and property and the proceeds thereof for its reasonable expenses, counsel fees, and compensation incurred in and about the execution of the trust hereby created and the exercise and performance of its powers and duties hereunder.

(4) The Trustee shall be under no obligation to record this

Acceptance of
trust by
trustee; con-
ditions of.

instrument or see to its filing or refiling as a chattel mortgage, as provided by the laws of the State of Ohio, but the Light Company assumes all responsibility for the recording, filing and refiling of this instrument and agrees to do the same.

(5) The Trustee shall be under no obligation or duty to perform any act hereunder, or to defend any suit in respect hereof, unless reasonably indemnified.

(6) The exclusive right of action hereunder shall be vested in the Trustee until refusal or failure, after written demand by a majority in interest of the holders of the bonds, to act.

Article XV. It is agreed that neither the Trustee herein named, nor any future trustee, shall incur any liability or responsibility whatever in consequence of permitting or suffering the Light Company, and its successors or assigns, to retain possession of the mortgaged premises and property and to occupy, manage and control the same as hereinbefore mentioned, nor shall either the Trustee or any future trustee be responsible for any destruction, depreciation, deterioration, loss, injury or damage which may be done or occur to the estate, buildings, machinery, property and premises hereby mortgaged either by the Light Company, or by its agents, or servants, or by any other person or persons or by or from any accident, or from any other cause whatever nor shall the Trustee or any future trustee be in any way responsible for any breach by the Light Company of any of the covenants herein contained, nor for any act of the Light Company, its agents or servants, nor for any cause, matter or thing by reason of the acceptance of this trust except its own wilful and intentional breach or breaches of the trust and conditions herein expressed and contained.

Article XVI. It is expressly covenanted and agreed by and between the parties hereto that all and singular the covenants, conditions and agreements herein contained shall extend to all the successors and assigns of the respective parties hereto whether expressly named or referred to herein or not.

Article XVII. Upon the payment in full of all the bonds issued hereunder and the interest thereon, and the payment or satisfaction of all other charges or liens hereby created or arising by virtue of this instrument, then the

Trustee not to be liable except for its own breach of trust.

Covenants binding on successors and assigns of both parties.

Defeasance clause.

estate, right, title and interest hereby granted shall cease and determine and the Trustee, or its successors, shall execute and deliver to the Light Company a proper release and satisfaction of this mortgage upon payment of its proper costs and charges in the premises.

In witness whereof the party of the first part, The A. B. Electric Light and Power Company, has hereunto set its corporate name and affixed its corporate seal to duplicates hereof by its president and secretary thereunto lawfully authorized by action of its board of directors, and the party of the second part, The C. D. Trust Company has hereunto set its corporate name and affixed its corporate seal to duplicates hereof by its president and secretary thereunto lawfully authorized by action of its board of directors this — day of —, A. D. 19—.

The A. B. Electric Light & Power Company,
Signed, sealed, acknowledged By —, President.
and delivered in presence of —, Secretary.
— (Corporate seal.)
—

For The A. B. Electric Light
and Power Company.
—
—

The C. D. Trust Company,
By —, President.
—, Secretary.

For The C. D. Trust
Company.

(Corporate seal.)

State of Ohio }
— County, } ss.

Personally appeared before me, a notary public in and for said county and State —, president, and —, secretary, of The A. B. Electric Light and Power Company, the corporation which executed the foregoing instrument as party of the first part, to me known, and known to me to be such president and secretary, who duly acknowledged that they did sign and seal the foregoing instrument as such president and secretary for and on behalf of said corporation, and that the same is their free act and deed individually, and as such president and secretary, and the free and corporate act and deed of said The A. B. Electric Light

and Power Company. In testimony whereof I have hereunto set my hand and official seal at —, Ohio, this — day of —, A. D. 19—

(Notarial seal.)

—,
Notary Public.

State of Ohio, }
— County, } ss.

Personally appeared before me, a notary public in and for said county and State, —, president, and —, secretary, of The C. D. Trust Company, the corporation which executed the foregoing instrument as party of the second part, to me known and known to me to be such president and secretary, who duly acknowledged that they did sign and seal the foregoing instrument as such president and secretary for and on behalf of said corporation and that the same is their free act and deed individually and as such president and secretary and the free and corporate act and deed of The C. D. Trust Company.

In testimony whereof I have hereunto set my hand and official seal at —, Ohio, this — day of —, A. D. 19—.

(Notarial seal.)

—,
Notary Public.

No. 692.

MORTGAGE BY TELEPHONE COMPANY ON ITS SYSTEM, FRANCHISES, ETC.

A. B. Telephone Company

to

The C. D. Trust Company, Trustee.

This indenture dated the — day of —, A. D. 19—, between The A. B. Telephone Company, a corporation duly organized and existing under the laws of the State of Ohio, hereinafter called the Telephone Company, party of the first part, and The C. D. Trust Company of —, Ohio, a corporation duly organized and existing under the laws of the State of Ohio, hereinafter called the Trustee, party of the second part, witnesseth:

That whereas, the Telephone Company by resolution of its stockholders duly passed at a meeting duly called, at which all of its capital stock was present, and held on the — day of —, A. D. 19—, instructed its board of directors to issue bonds for the

uses and purposes in this indenture provided, and in the terms and form herein set forth; and whereas, the board of directors of The Telephone Company, at a meeting duly held in the City of —, Ohio, on the — day of —, A. D. 19—, at which all of its directors were present, duly resolved to issue the bonds of said Telephone Company in the aggregate amount of — dollars (\$—) for the uses and purposes in this indenture provided, and as instructed by the stockholders of said Telephone Company, which bonds consist of a series of — bonds, dated —, 19—, numbered consecutively from one to — inclusive, in the principal sum of one thousand dollars (\$1,000) each, payable on the — day of —, 19—, with interest at the rate of five per cent. per annum, payable semi-annually on the first days of January and July of each year, evidenced by coupons attached thereto, each of said bonds being substantially in the words and figures following, except as to the distinguishing numbers thereof, to wit:

United States of America
State of Ohio

No. —.

\$1,000.

The A. B. Telephone Company
Five per cent. First Mortgage Gold Bond.

Know all men by these presents, that The A. B. Telephone Company, a corporation organized and existing under the laws of the State of Ohio, is indebted to The C. D. Trust Company, a corporation organized and existing under the laws of the State of Ohio, as Trustee, or to the bearer hereof, in the sum of one thousand dollars, which said The A. B. Telephone Company promises to pay in gold coin of the United States of the present standard of weight and fineness, to said The C. D. Trust Company, Trustee, or to the bearer hereof, on the — day of —, A. D. 19—, with interest thereon at the rate of five per cent. per annum, payable in gold coin as aforesaid semi-annually on the first days of January and July of each year, at the office of said The C. D. Trust Company in the City of —, Ohio, upon presentation and surrender of the coupons hereto attached, as they severally become due, as provided therein, and in case of default in the payment of any of said coupons in the manner provided in the trust deed or mortgage hereinafter mentioned, then, in such case, the principal sum of this bond shall be due in

the manner and with the effect provided in the said trust deed or mortgage.

This bond is one of a series of bonds of like tenor, date and effect, numbered consecutively from one to —, both inclusive, and issued in accordance with the provisions of said trust deed or mortgage. All of said bonds are equally secured by a trust deed or mortgage of even date herewith duly executed and delivered by said Telephone Company, and recorded in the office of the recorder of — County, Ohio, conveying to said The C. D. Trust Company, in trust, all the property, real and personal, therein described, now owned or hereafter to be acquired by said The A. B. Telephone Company, and all the franchises, rights and privileges pertaining thereto, as more fully set forth in said trust deed or mortgage. This bond shall pass by delivery unless registered. This bond shall not become obligatory until it shall have been authenticated by a certificate endorsed hereon, duly executed by said The C. D. Trust Company.

The holder of this bond shall not have the right to levy upon or cause said mortgaged premises to be sold under or by virtue of any judgment that may be obtained by reason of default in the payment of the principal hereof, or of the interest hereon, when and as the same shall become due by lapse of time or in pursuance of any of the provisions of said mortgage; but such proceedings shall only be had by the Trustee under the mortgage as aforesaid on behalf of and for the equal benefit of all the holders of said bonds or upon the demand in writing of the holders of not less than a majority in amount of said bonds then outstanding and unpaid as is provided in the said mortgage, for which provision and for all other the terms and conditions upon which this bond is made and issued and all other the provisions therein contained for the security of the same, reference is hereby made to said mortgage. And the lien of any judgment that may be obtained upon this bond, for any of the reasons aforesaid, or any reason whatsoever, and any process or writ of execution, whatsoever, issued upon said judgment or levy or sale made, under such writ or process, shall be limited and restricted to the said mortgaged premises and no process, attachment, sequestration or writ of execution, whatsoever, shall be issued upon said judgment against any other property, real, personal or mixed, whatsoever, or whenever, of said The A. B.

Telephone Company, its successors or assigns, any provision in the said mortgage or any thing in the laws of the State of Ohio, or any law, usage or custom to the contrary notwithstanding.

In witness whereof, said The A. B. Telephone Company has caused these presents to be signed by its president and secretary and its corporate seal to be affixed this — day of —, A. D. 19—.

The A. B. Telephone Company,
 (Corporate seal) By —, President.
 —, Secretary.

Coupon.

\$25.00.

The A. B. Telephone Company will pay to the bearer on the — day of —, 19—, twenty-five dollars in gold coin at the office of The C. D. Trust Company in the City of —, Ohio, being six months' interest on its five per cent. first mortgage gold bond No. —.

—,
 Treasurer.

Registration.

This bond may be registered in the owner's name on the books of said The C. D. Trust Company, such registry being endorsed on the bond by said The C. D. Trust Company, and thereafter no transfer shall be valid unless made on the books by the registered owner in person or by attorney and similarly endorsed on the bond, but the same may be discharged from registration by transfer to bearer, after which it shall be transferable by delivery, but it may be again registered as before. The registration of this bond shall not affect the negotiability of the coupons by delivery only, but the coupons may be surrendered, after which the interest shall be payable only to the registered owner of the bond.

Trustee's Certificate.

It is hereby certified that this bond is one of the series of bonds issued by The A. B. Telephone Company under the terms of the deed of trust or mortgage within referred to.

The C. D. Trust Company, Trustee,
 By —.

And whereas, said Telephone Company, by authority of the laws of the State of Ohio, and by resolution of the owners of all of its capital stock, at a meeting duly called and held in due form, passed, and by resolution of its board of directors in due form passed, in a meeting at which all of said directors were present, held in the City of — on —, 19—, it was unanimously determined and resolved to secure said bonds by a deed of trust or mortgage of even date herewith, conveying to said The C. D. Trust Company Trustee, all of its property, rights, franchises, choses in action and assets, now owned or hereafter to be acquired.

Now therefore this indenture witnesseth: that said The A. B. Telephone Company, for and in consideration of the premises and of the sum of one dollar to it duly paid by said Trust Company, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal and interest of said bonds according to the tenor and effect thereof, hath granted, bargained, sold, assigned, transferred and conveyed, and by these presents doth grant, bargain, sell, assign, transfer and convey unto the said party of the second part, its successors in the trust hereby created, and assigns, the following described property to wit:

(description of real property)

Description of property conveyed. also, the following described property, to wit: all of the rights and privileges granted to and acquired by said Telephone Company under and by virtue of an ordinance passed by the council of the City of —, Ohio, —, 19—, and entitled "an ordinance to grant to The A. B. Telephone Company, for a period of — years from the passage of this ordinance, the right to construct, operate and maintain lines of telephone and telegraph with the necessary poles, conduits, wires and appurtenances in the City of —."

Also, all the lines of telephone conduits of said Telephone Company within the County of —, State of Ohio, and more particularly described as being situated in the City of —, in said county and State, and extending on and through the following streets, to wit:

On — Street, between — Avenue and — Street.

On — Alley, between — Street and — Avenue.

Also, all pole lines of said Telephone Company located and

being in said city, county and State, and in and upon the following streets, avenues, alleys, and private rights of way:

On — Street between — Street and — Street.

On — Avenue between — Street and — Street, etc.

Together with any and all other lines of telephone conduits and other telephone lines, whether in conduits or upon poles, now constructed or in any wise belonging or appertaining to the telephone system of The A. B. Telephone Company. And also, all its corporate property, real and personal, land, ground, right or rights of way, licenses, easements, buildings, erections, superstructures, switchboards, central exchange equipment, conduits, cables, poles, wires, telephones, instruments and telephone lines, now owned or hereafter to be acquired by The A. B. Telephone Company, and all other things in any wise belonging or appertaining to the telephone system of said Telephone Company, or to the easements and property necessary or convenient in or to the ownership, use or operation of said telephone system, whether the said things so belonging or appertaining are now owned or shall hereafter be acquired by said Telephone Company; and also, all corporate rights, powers, privileges and franchises incident or necessary to the ownership, maintenance and operation of said telephone system and the property aforesaid, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, in and to the property above described and every part and parcel thereof with the appurtenances.

Habendum.

To have and to hold all and singular the above mentioned and described premises, rights, franchises, telephone systems and real and personal property unto the party of the second part, its successors and assigns, in trust, for the uses, intents and purposes hereinafter expressed and declared of and concerning the same, that is to say:

Article I. No one of the bonds of the party of the first part shall be deemed issued, or be valid, or secured by this mortgage, until the same shall have been authenticated by said Trustee, or its successors in the

Bonds must be certified by trustee.

trust hereby created.

Article II. Of the bonds secured hereby — dollars (\$—) being numbers one (1) to — (—) inclusive shall be issued forthwith and after authentication shall be delivered by the Trustee to the Telephone Company. The remaining — dollars (\$—) in par value of said bonds being numbers (—) to — (—) inclusive shall be authenticated by the Trustee, and delivered to the Telephone Company at the rate of — dollars (\$—) in par value thereof for the first one thousand (1,000) telephone connections with corresponding switch-board capacity, which may in the future be added to the telephone system of the Telephone Company after the completion and full operation in said — County, Ohio, of a system of one thousand (1,000) telephone line connections, with corresponding switch-board capacity. — dollars (\$—) in par value of said bonds may be issued for the next one thousand (1,000) telephone line connections, with corresponding switchboard capacity. — dollars (\$—) in par value for the third one thousand (1,000) line connections with corresponding additional switchboard capacity, and — dollars (\$—) in par value of said bonds for the next one thousand (1,000) telephone line connections with corresponding switchboard capacity, which may be added to the system aforesaid. In estimating any such addition or additions desk telephones shall not be included or counted, and each party line shall be considered and treated as a single line connection. Upon the completion of any such addition or additions to the said telephone system, an affidavit to that effect, signed by the president and chief engineer of the Telephone Company, shall be filed with the Trustee, and the statements contained therein shall be final and conclusive, and the Trustee shall not be obliged to look further for authority to authenticate and deliver to the Telephone Company the additional bonds hereinbefore provided to be issued upon the increase of said telephone system hereinbefore referred to, and it shall be the duty of the Trustee to authenticate and deliver such additional bonds to the Telephone Company; provided, however, that the total amount of the bonds at any time outstanding shall in no event exceed the amount of the issued and outstanding capital stock of the Telephone Company.

Article III. Until the Telephone Company or its successors shall make default in the payment of said principal sums or

interest secured by said bonds, or any of them, according to the tenor thereof, or of the coupons thereto annexed, or shall make default or breach in the performance or observance of any condition, obligation, or requirement of the said bonds, or by this deed of trust or mortgage imposed on said Telephone Company or its successors, the said Trustee, or its successors, and every other trustee from time to time of these presents, shall permit and suffer the Telephone Company, its successors and assigns, to possess, manage, operate and enjoy the said telephone system, with its equipment and appurtenances, and all the other lands and premises, property and franchises hereinbefore described, and to receive, take and use the tolls, incomes, revenues, rents, issues and profits thereof in the same manner and with the same effect as if this deed of trust had not been made.

Telephone company to have possession until default.

Article IV. If and whenever said The Telephone Company or its successors shall make any such default in the payment of principal or interest, and such default shall continue for a period of six months, then and in such case it shall be lawful for the said Trustee, or its successors, by its or their attorneys or agents, to enter into and upon, and take and possess all and singular the telephone systems, lands, premises and property hereinbefore expressed to be conveyed, or any of them, or any part or parts thereof, respectively, and to have, hold and use the same, and to work and operate by its or their superintendents, managers, receivers, or servants, or their attorneys or agents, the said telephone systems, and conduct the business thereof and to make from time to time all such repairs and replacements and such useful alterations, additions and improvements thereunto as may seem to it or them to be judicious or convenient, and to collect and receive all tolls, incomes, revenues, rents, issues and profits of the said telephone systems and premises and of every part and parcel thereof, and after deducting and defraying the expenses of operating the said telephone systems and of conducting the business thereof, and of the said repairs, replacements, alterations, additions, and improvements and all payments which may be made for taxes, assessments, charges or liens prior to the lien of these presents upon the said premises, or any part or parcel thereof, and all other expenses or outgoings whatsoever

Trustee to take possession and operate on default.

incurred in relation thereto, as well as reasonable compensation for its or their services, and which it or they are hereby authorized to take and retain for the services of such attorneys and counsel, and all other agents and persons who may have been employed by it or them, the said Trustee, or its successors, shall apply the moneys arising from such collections and receipts as aforesaid in or toward the payment of interest upon the said bonds in the order in which such interest shall have become due ratably to the persons holding the coupons evidencing the right thereto, and after paying all interest which shall have become due, shall apply the residue of such moneys toward the payment of the principal of such of the bonds as may then be outstanding and unpaid, ratably and without discrimination or preference; and if, after satisfaction thereof, a surplus shall remain, the Trustee shall pay such surplus to the Telephone Company, its successors or assigns, or as any court of competent jurisdiction shall order, and the premises and property hereby conveyed shall be forthwith surrendered to and be thereafter held, possessed and enjoyed by the party of the first part, its successors and assigns, subject, otherwise, to the conditions herein expressed and declared, and the right of said Trustee again to enter into and upon, and to take possession of, the said premises, in case of any other or future default and with like effect as therein provided; provided, nevertheless, that if said Trustee or its successors shall deem it inexpedient after such entry as aforesaid to operate said telephone systems in the manner aforesaid, it shall be lawful for it or them to demise or let the said telephone systems, premises and property to any person or persons, corporation or corporations, willing to operate the same, for such term or period, not exceeding one year at any one letting, unless the consent in writing of the holders of a majority in interest of the said bonds shall be first obtained to a longer term, at such rent or proportion of the receipts and profits, and generally upon such terms and conditions as the said Trustee, or its successors, in its or their discretion, deem best, and the said Trustee, or its successors, shall apply the revenue or income to arise from such demise or letting in the same manner as the net revenue or income to arise in the event of said telephone systems and premises being operated by said Trustee, or its successors, is

to be applied under the provisions immediately hereinbefore contained.

Article V. In case any such default shall be made and shall continue as aforesaid, the said Trustee or its successors may also, either after such entry as aforesaid, or other entry, or without entry, and upon the written request of the holders of a majority in interest of said bonds and upon being properly indemnified, shall foreclose this deed of trust or mortgage by legal proceedings, or may sell and dispose of all and singular the telephone systems and property hereinbefore expressed to be conveyed, or any of them, or any part or parts thereof, either together or in parcels, by public auction in the City of —, Ohio, at such time as it or they shall appoint, with power upon such sale to make any stipulations as to the title or evidence of title, or form of conveyance, or payment of the purchase money by instalment or otherwise, or any other stipulation with reference to such sale as the said Trustee or its successors may deem fit, and also with power to rescind, buy in, or vary, any contract for sale, and to resell, without being answerable for any loss occasioned thereby, provided always, that before any such sale, the said Trustee or its successors shall give notice of the place and time of such sale, by advertisement published not less than three times each week for six weeks in some newspaper published and of general circulation in the City of —, Ohio; but it shall be lawful for said Trustee or its successors to adjourn the said sale from time to time in its or their discretion, and, if so adjourning, to make the same without further notice of the time and place to which the same may be so adjourned, and it shall be lawful for the said Trustee, or its successors, to make and deliver to every purchaser at any such sale such good and sufficient deed or deeds in the law for the assurance and conveyance of the property purchased in fee simple, or an equivalent estate according to the nature of such property, as the said Trustee, or its successors, shall deem best. And it is hereby agreed and declared that every sale made, or purporting to be made, under this power, shall, notwithstanding any irregularity or impropriety in or about such sale, be a perpetual bar both in law and in equity as against said Telephone Company, its successors and assigns, and all other persons claiming or to claim the said prem-

Trustee may foreclose or may itself sell at public sale; power of sale.

ises, or any part or parcel thereof, by, from, through, or under said Telephone Company, its successors or assigns, and after deducting from and out of the proceeds of such sale a just allowance for all expenses thereof, including attorneys' and counsel fees and all other expenses, advances or liabilities which may have been made or incurred by said Trustee, or its successors, in respect of the said premises, or any part or parcel thereof, or in operating or maintaining said telephone systems or any part thereof, or in managing the business thereof while in its or their possession, and in arranging for and concluding the sale aforesaid, and all payments which may have been made by it or them for taxes or assessments, and for charges or liens prior to the lien of these presents on the said premises, or any part thereof, and all other expenses or outgoings whatsoever, incurred in relation thereto, as well as compensation for its or their services as aforesaid, the said Trustee, or its successors, shall apply the net residue of such proceeds in or towards the payment of such of the said bonds as may be then unpaid, whether or not the same shall have previously become due, and all the interest which shall at that time have accrued and be unpaid, without discrimination or preference, but ratably to the aggregate amount of such unpaid principal and accrued and unpaid interest, and if after payment of the same in full a surplus shall remain, said Trustee or its successors shall pay over such surplus to the Telephone Company, its successors or assigns, or as any court of competent jurisdiction shall order. And it is hereby agreed and declared that the receipt of said Trustee, or its successors, shall be a

Trustee's receipt to be a sufficient discharge.

sufficient discharge to the purchaser or purchasers of the premises sold as aforesaid, for his or their purchase money, and that such purchaser or purchasers, his or their heirs, executors or administrators, shall not, after payment thereof, and having such receipts, be liable to see to the application of such purchase money upon or for the trust or purposes of these presents, or be in any manner whatsoever answerable for any loss, mis-application or non-application of said purchase money, or any part thereof, or be obliged to inquire into the necessity, expediency or authority for any such sale.

Article VI. At any sale of the property aforesaid, or any part thereof, whether made by virtue of the power herein granted or by judicial authority, the said Trustee,

Trustee may purchase at sale.

or its successors, may, in its or their discretion, bid for or purchase, or cause to be bidden for and purchased, the property so sold or any part thereof, in behalf of the holders of the bonds secured by this instrument, hereinafter called and referred to as "bondholders," and then outstanding, in the proportion of the respective interests of said bondholders, at a reasonable price, if a portion only of said property shall be sold; or if all of it be sold, at a price not exceeding such price or sum as, after deducting all such allowances, expenses, charges, liabilities, payments and outgoings as may be payable out of the purchase money in preference or priority to the said bonds and the interest thereon, shall suffice to pay and satisfy the whole amount of such bonds then outstanding with the interest accrued due thereon.

Article VII. In case said Telephone Company, or its successors, shall make default in the payment of any interest on any of the said bonds and according to the tenor thereof, or of the coupons thereto annexed, and such default shall continue for the period of — days, then and thereupon the principal of all of said bonds shall, at the election of the said Trustee, or its successors, to be expressed to said Telephone Company, or its successors, by writing under its or their hand or hands, become immediately due and payable; provided, nevertheless, that at any time after such default shall have been made and have so continued as aforesaid and before the actual repayment of the principal, it shall be lawful for a majority in interest of the holders of the bonds then outstanding and unpaid, by any instrument under their hands, to direct the said Trustee, or its successors, either forthwith to exercise the said option of declaring the principal of said bonds to be immediately due and payable, or to waive the exercise of said option, if the same has not been exercised, or to withdraw and annul the exercise thereof, if the same has been exercised by said Trustee, either absolutely, or with the consent of said Telephone Company, or its successors, on such terms as may be directed by the said majority of bondholders by the same instrument; and it is hereby provided that no action taken by said Trustee, or its successors, or by the bondholders under the provisions hereof, shall prejudice or affect the powers

**Principal to
become due on
default of
interest
payment.**

or rights of said Trustee, or its successors or the bondholders hereunder, in the event of any subsequent default.

Article VIII. It is further covenanted and agreed by and between the parties hereto, anything herein contained to the contrary thereof notwithstanding, that said Telephone Company reserves and shall have the right at any time to sell or exchange and convey any part of the property hereby expressed to be conveyed, other than its rights of way, corporate rights and its privileges and franchises, and, with the consent and approval of said Trustee, or its successors, to expend the proceeds of the property so sold in the purchase of other real estate, buildings, easements, chattels, telephones, conduits, poles, cables, wires, apparatus, materials, supplies or other things necessary or proper to be used in or about the construction, use, operation and maintenance of the telephone systems or extensions thereof, aforesaid, which property when so purchased or received in exchange, shall thereupon become and be subject to the lien and operation of this deed of trust or mortgage, in the place and stead of the property so sold or exchanged as aforesaid; provided, however, that in case of any such sale, the proceeds thereof shall be paid or delivered directly to said Trustee, or its successors, and be paid out by it or them only in the purchase of other property or equipment as hereinbefore provided, or otherwise applied to the uses and trusts hereby created.

And it shall be the duty of said Trustee, having received the proceeds of such sales, or having been satisfied that the property to be received in exchange has been so received and upon being requested by said Telephone Company so to do, to execute and deliver any instrument of release or conveyance which may be necessary or proper to release the property so sold or exchanged from the lien and operation of this deed of trust or mortgage.

And a certificate signed by the president and verified by the affidavit of the chief engineer of said Telephone Company shall be sufficient and the only evidence to said Trustee that the proceeds so derived have been expended by said Telephone Company, pursuant to the terms hereof, or that the property to be received in exchange has been so received.

Article IX. It is further covenanted and agreed that if, in case

Telephone
company may
dispose of cer-
tain property
and buy new
equipment.

Bondholders may require trustee to purchase for their benefit.

of any sale of the property and premises aforesaid, pursuant to the terms and conditions herein declared and expressed, and whether such sale shall be made in execution of the power of sale herein granted, or under and pursuant to the decree of any court of competent jurisdiction, the holders of a majority of the bonds then outstanding and secured hereby shall deposit their bonds with said Trustee, or its successors, and in writing so request said Trustee, or its successors, it shall thereupon become the duty of the said Trustee, or its successors, and it or they are hereby authorized and empowered at such sale to purchase the said property and premises for the use and benefit of the holders of said bonds then outstanding as aforesaid; and upon such sale being made as aforesaid, the legal estate, right and title to the property and premises so purchased shall become and be wholly vested in the said Trustee, or its successors, and no bondholder or bondholders shall thereafter have any right, title or interest, legal or equitable, in or to said property and premises or to the proceeds thereof, except as he or they shall be entitled to share pro rata in the said property, premises and proceeds as the same shall be conveyed to, taken, and held by a new company or corporation representing the holders of such outstanding bonds, to be formed or organized for the use and benefit of such bondholders. And it is further covenanted and agreed by and between the parties hereto that said Trustee, or its successors, may and it or they are hereby authorized and empowered to take such lawful measures, as by the holders of a majority of such outstanding bonds shall be requested in writing, for the organization and incorporation of a new company or corporation for the benefit of the holders of such outstanding bonds; and that such new company or corporation shall be organized or incorporated upon such terms, conditions and limitations, and in such manner, as the holders of a majority of such outstanding bonds hereby secured shall in writing direct; and the said Trustee, or its successors, having purchased the said property and premises as aforesaid shall thereupon convey the same to such new company or corporation by such deed or deeds, conveyance or conveyances, as shall be sufficient and effectual in law to vest and confirm the said property and premises in and to the said new company or corporation.

Article X. It is further covenanted and agreed by and between the parties hereto that whenever and as often as any contingency or occasion shall arise for the action, as herein provided, of a majority of the holders of said outstanding bonds, such bondholders may and they are hereby authorized and empowered to express and signify their request in writing aforesaid by writing over their respective signatures in any number of parts or duplicates.

Bondholders written requests may be executed in several parts or duplicates.

Article XI. It is mutually covenanted and agreed by and between the parties hereto that in case of the resignation, removal, incapacity or inability for any other reason of the said Trustee to act in the execution of the trust hereby created, then the holders of a majority in interest of the bonds then outstanding may select and designate, in writing, one or more competent persons, or another corporation, competent to act in the place of the said Trustee, to execute said trust, and until the bondholders make such selection, the president of said Telephone Company, with the consent in writing of the owners or holders of said bonds to the amount of — dollars (\$—), may select and appoint one or more persons, or another corporation, competent to act, to fill the vacancy, and the person, persons or corporation so selected shall have and possess, and be vested with, the same rights and powers as trustee or trustees, as he, they or it would have had and possessed and been vested with, had he, they or it been originally made a party or parties to this indenture; and said Telephone Company hereby covenants and agrees to make, execute and deliver all such other or future instruments, deeds or indentures as may be necessary to enable the person or persons, or corporation, so appointed to execute the trust hereby created; and a successor or successors to any such new trustee or trustees may be appointed in like manner as often as a vacancy in said trust, for either of the causes above mentioned, shall occur. And it is further covenanted and agreed that said Trustee shall be entitled to just compensation for all services rendered in the execution of this trust, and to be reimbursed for all necessary expenditures in and about the same.

Substitution or trustee.

Article XII. The said Telephone Company hereby further agrees that it will pay or cause to be paid the bonds herein mentioned and the interest thereon according to the terms thereof,

Telephone company to pay taxes, including tax on interest.

and all taxes, levies and assessments imposed and assessed or which may hereafter be imposed or assessed upon the premises, franchises and property hereby conveyed, or intended so to be, and also any tax upon the interest payable upon said bonds, and each of them represented by the bonds and the coupons annexed thereto, which may be levied or imposed thereon by the government of the United States or the State of Ohio, and will also, at its own cost and expense, do or cause to be done all things necessary to preserve and keep valid and intact the lien or incumbrance hereby created; and that in default for the period of six months, after demand made by the Trustee, in the payment of any such taxes, levies and assessments, the Trustee herein or the holders of any bonds secured hereby may pay the same, without prejudice, however, to any rights of the Trustee hereunder by reason of such default in payment by the Telephone Company, and when so paid the amount thereof together with six per cent. interest from the date of such payment shall become a lien prior to the said bonds upon the premises hereby conveyed and shall be protected as such by this instrument. The Trustee shall be under no obligation to pay said taxes or assessments except upon written request of a majority in interest of said bonds and upon being properly indemnified.

Article XIII. The Telephone Company hereby agrees to file and re-file this instrument as a chattel mortgage and the Trustee shall be under no obligations so to do unless, within twenty (20) days prior to the statutory time for re-filing the same, the Trustee shall have been notified, in writing, so to do, by a bondholder or bondholders. But upon demand of the Telephone Company, it shall be the duty of the Trustee to execute the necessary affidavits for such re-filing as is required by the Statutes of Ohio.

Telephone company to file and re-file mortgage as a chattel mortgage.

Article XIV. The said Telephone Company, for itself, its successors and assigns, doth hereby irrevocably waive the benefit and advantage of any and all valuation, stay, appraisement, redemption, or extension laws, and of all laws requiring mortgages, liens, hypothecations, or other securities for money, to be foreclosed by action therefor, now existing, or which may hereafter exist in the State of Ohio, and which, but for this provision herein, might prevent or post-

Waiver of appraisement, etc., laws.

pone the sale of said premises, property, rights and franchises under the powers and upon the compliance with the provisions of this indenture; and the said Telephone Company doth hereby covenant with said Trustee, and its successors in the trust hereby created, that it will not in any manner set up or seek to take the benefit or advantage of any such valuation, stay, appraisal, redemption or extension laws.

Article XV. The said Telephone Company shall from time to time and at all times hereafter, as often as thereunto requested by the said Trustee, or its successors, execute, acknowledge and deliver all such further deeds, conveyances, and assurances in the law for the better assuring unto the Trustee, and its successors in the trust hereby created, upon the trusts herein expressed, the telephone systems, equipment and appurtenances and the premises and property hereinbefore conveyed or intended so to be, and all other property and things whatsoever which may be hereafter acquired for use in connection with the same or any part thereof, and all such franchises now or in the future held and incident or appurtenant to, or connected therewith, as by the Trustee, its successors, or its or their counsel learned in the law, shall be reasonably advised, devised or required.

Article XVI. This grant and conveyance is upon the express condition that upon the payment in full of said bonds and the interest due thereon, then the estate, title and interest hereby granted shall cease, determine and be void, and said Trustee and its successors in this trust shall convey, assign, transfer and deliver over to said Telephone Company, its successors and assigns, all of the said telephone systems, their equipments and appurtenances and all the property, real, personal and mixed, remaining in its possession belonging to the Telephone Company and shall duly execute and deliver to the Telephone Company a proper release or satisfaction of this deed of trust or mortgage.

Article XVII. All of the bonds issued under and secured by the provisions of this deed of trust or mortgage shall be of equal priority without regard to the period or time of their negotiation.

Article XVIII. The Trustee, the party hereto of the second part, for itself and its successor or successors, hereby accepts

Telephone company to execute necessary deeds of further assurance.

Defeasance clause.

All bonds to be of equal priority.

Acceptance of trust by trustee. the trusts and assumes the duties herein created and imposed upon it only upon the following terms and conditions, to wit:

(a) The recitals of fact herein contained shall be taken as statements of the Telephone Company and shall not be construed as made by said Trustee.

(b) The Trustee may select and employ in the execution of this trust suitable agents or attorneys, whose reasonable compensation shall be paid by said Telephone Company, or, in default of such payment, shall be a first charge upon the premises and property hereby mortgaged. And the Trustee shall not be liable for any neglect, omission or wrong doing of such agents or attorneys, reasonable care being exercised in their selection, nor shall the Trustee be otherwise answerable save for its own gross negligence or wilful default.

(c) The Trustee shall have a first lien upon the premises and property hereby mortgaged, and the proceeds thereof, for its reasonable expenses, counsel fees and compensation incurred in and about the execution of the trust hereby created and the exercise and performance of its powers and duties hereunder.

(d) The Trustee shall be under no obligation or duty to perform any act hereunder, or to defend any suit in respect hereof, unless reasonably indemnified. The exclusive right of action hereunder shall be vested in the Trustee until refusal on its part to act.

In witness whereof The A. B. Telephone Company, party of the first part, has, by its president and secretary, thereunto lawfully authorized by action of its board of directors, hereunto set its corporate name and seal, and The C. D. Trust Company, party of the second part, Trustee, has by its president and secretary, thereunto lawfully authorized by its board of directors, hereunto set its corporate name and seal, on the day and year first above written.

Signed, sealed, acknowledged The A. B. Telephone Company,
and delivered in presence of By —, President.
— (Corporate seal) —, Secretary.
—

For The A. B. Telephone Company
and The C. D. Trust Company,
— (corporate seal) By —, President.
— Secretary.

For The C. D. Trust Company.

State of Ohio, }
 — County, } ss.

Personally appeared before me, a notary public within and for said county and State — and — to me known, and known to me to be respectively the president and secretary of The A. B. Telephone Company, the corporation which executed the foregoing instrument as party of the first part, who acknowledged that they executed such instrument as such president and secretary for and on behalf of said corporation, and that the same is their free act and deed as such president and secretary and individually, and the free and corporate act and deed of said The A. B. Telephone Company.

In witness whereof I have hereunto set my hand and official seal at —, Ohio, this — day of —, A. D. 19—.

(Notarial seal)

—,
 Notary Public.

State of Ohio, }
 — County, } ss.

Personally appeared before me, a notary public within and for said county and State, — and —, to me known, and known to me to be the president and secretary, respectively, of The C. D. Trust Company, the corporation which executed the foregoing instrument as party of the second part and as Trustee, who acknowledged that they executed said instrument as such president and secretary, respectively, for and on behalf of said corporation and that the same is their free act and deed as such president and secretary and individually, and the free and corporate act and deed of said The C. D. Trust Company.

In witness whereof I have hereunto set my hand and official seal at —, Ohio, this — day of —, A. D. 19—.

(Notarial seal)

—,
 Notary Public.

No. 693.

**SUPPLEMENTAL MORTGAGE BY TELEPHONE COMPANY, CONVEYING AFTER ACQUIRED PROPERTY.
(TRUST DEED OF FURTHER ASSURANCE.)**

The A. B. Telephone Company
to

The C. D. Trust Company, Trustee.

This indenture made this — day of —, 19—, between The A. B. Telephone Company, a corporation duly organized and existing under the laws of Ohio, hereinafter called the Telephone Company, party of the first part, and The C. D. Trust Company, a corporation duly organized and existing under the laws of Ohio, as Trustee, hereinafter called The Trustee, party of the second part, and supplemental to a certain deed of trust or indenture of mortgage, hereinafter called the "principal indenture" also between the parties hereto dated the — day of —, 19—, and recorded in the office of the recorder of — County, Ohio, in volume —, page —; witnesseth:

Whereas by said "principal indenture" the Telephone Company granted and conveyed certain real and personal property, therein described, to said Trustee upon the trusts therein expressed, for the purpose of securing certain bonds of said The Telephone Company in the amount of — dollars (\$—) and said The Telephone Company in and by said "principal indenture" covenanted and agreed that it would, as often as thereunto requested by said Trustee, execute, acknowledge and deliver all such further deeds, conveyances and assurances as the Trustee should reasonably require for better assuring to the Trustee upon the trusts therein expressed the premises and property therein conveyed, or intended so to be, whether then owned or thereafter acquired by said Telephone Company, and whereas, said Telephone Company has, since the execution and delivery of said principal indenture, acquired other and additional property and has made extensions to and improvements on its said lines and system as follows, to wit: —.

And whereas, the Trustee reasonably requires the execution, acknowledgment and delivery of this instrument by the Telephone Company for better assuring the said property and premises aforesaid:

Now, therefore, for the purpose of vesting in said Trustee for the purpose of such trust all its estate, title and interest, both at law and in equity, in all property and premises now owned by said Telephone Company, or acquired since the execution and delivery of said "principal indenture," the said Telephone Company, party of the first part, in consideration of the premises and of the sum of one dollar (\$1) to it paid by said Trustee, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, conveys, assigns and transfers unto the said Trustee, its successors and assigns in said trust, all its property and rights of every kind, nature and description wherever situate, including franchises, rights of way, licenses, easements, lands, leases, contracts, choses in action and possession, claims, accounts, notes and securities, telephones, switchboards, telegraph instruments, booths, wires, cables, poles, conduits, and all other telephone equipment of every nature and kind acquired by the grantor subsequent to the execution of said principal indenture; and especially the following described property, to wit:

(description of after acquired property).

To have and to hold the same unto the said grantee, its successors and assigns, upon the trusts and subject to the conditions and covenants set forth in said "principal indenture" with like effect as if the same had been specifically described therein as a part of the property thereby conveyed.

In witness whereof, The A. B. Telephone Company, party of the first part, has by its president and secretary thereunto lawfully authorized by action of its board of directors hereunto set its corporate name and seal and The C. D. Trust Company, party of the second part, Trustee, has by its president and secretary thereunto lawfully authorized by its board of directors hereunto set its corporate name and seal, on the day and year first above written.

Signed, sealed, acknowledged and
delivered in presence of

_____ The A. B. Telephone Company,
_____ By _____, President.

For The A. B. Telephone Co. (Seal) _____, Secretary.

_____ The C. D. Trust Company,
_____ By _____, President.

For The C. D. Trust Co. _____, Secretary.

(Certificates of acknowledgment, form No. 3.)

No. 694.**MORTGAGE BY INTERURBAN ELECTRIC RAILWAY
COMPANY.**

The A. B. & E. F. Railway Company

to

The C. D. Trust Company, Trustee.

This indenture, dated for convenience the — day of —, A. D. 19—, but actually made and entered into this — day of —, A. D. 19—, by and between The A. B. & E. F. Railway Company, a corporation duly organized and existing under the laws of the State of Ohio, hereinafter called The Railway Company, party of the first part, and The C. D. Trust Company of —, a corporation duly organized and existing under the laws of the State of Ohio, as Trustee, hereinafter called "The Trustee," party of the second part, witnesseth: whereas, said party of the first part has received, through the articles of incorporation issued to it by the Secretary of State of Ohio, authority to construct, maintain and operate a line of railroad in — and — Counties, Ohio, and extending from a point in — County to a point in — in — County, and whereas, said party of the first part is desirous of entering upon the construction and completion of said railroad, and, for such purpose, of issuing its bonds secured by a mortgage or deed of trust upon the property hereinafter described; and

Whereas, by the laws of the State of Ohio, said party of the first part has full authority and power to make the issue of bonds and secure the same by mortgage as hereinafter set forth, and whereas, said party of the first part by resolution of its stockholders duly passed at a meeting duly called at which all its stock was present on the — day of —, A. D. 19—, instructed its directors to issue bonds for the purposes and uses in this instrument provided, and in the terms and form hereinafter set forth, and whereas, the board of directors of the party of the first part, at its meeting duly held in the City of —, Ohio, on the — day of —, 19—, duly resolved to issue the bonds of said party of the first part in the aggregate of \$1,000,000, for the purposes and uses in this instrument provided, and as instructed by the stockholders of the party of the first part, which bonds consist of a series of one thousand bonds dated —,

19—, numbered consecutively from "1" to "1000" inclusive, in the principal sum of one thousand dollars (\$1,000) each, payable on the — day of —, A. D. 19—, with interest from the date thereof at the rate of five per cent. per annum payable semi-annually on the first days of March and September of each year, evidenced by coupons attached thereto, each of which said coupons shall bear the engraved facsimile of the signature of —, the treasurer of said Railway Company, which said facsimile shall be equivalent in every respect to the manual signing thereof, and each of which said bonds is substantially in the words and figures following, subject only to the necessary variations as to the distinguishing numbers thereof, to wit:

United States of America
State of Ohio

The A. B. & E. F. Railway Company
Five per cent. First Mortgage Gold Bond.

Know all men by these presents, that The A. B. & E. F. Railway Company, a corporation organized and existing under the laws of the State of Ohio, for value received hereby promises to pay to the bearer, or in case this bond shall be registered, then to the registered holder hereof, the sum of one thousand dollars in gold coin of the United States of America of the present standard of weight and fineness on the — day of —, 19—, with interest thereon at the rate of five per cent. per annum payable in like gold coin semi-annually, upon the presentation and surrender of the coupons hereto annexed, on the first days of March and September in each and every year until the principal shall be fully paid, principal and interest to be payable at the office of said The C. D. Trust Company in the City of —, Ohio.

This bond is one of a series of one thousand bonds, of like tenor, date and amount, numbered consecutively from one upwards, all of which are equally secured by a mortgage or deed of trust of even date herewith, duly executed and delivered by the said Railway Company to said The C. D. Trust Company, Trustee, and recorded in the offices of the recorders of — and — Counties, Ohio, to which mortgage reference is hereby made for a description of the mortgaged property, the nature and extent of the security, the rights of the holders of the said bonds, and the terms and conditions upon which the said bonds are secured. If The A. B. & E. F. Railway Company shall make

default in the payment of any coupon or semi-annual instalment of interest, when the same becomes due as herein provided, or shall make default in the performance of the obligations imposed by said mortgage, then and in either such case the principal sum of this bond may be declared due in the manner and with the effect provided in the said mortgage. This bond shall pass by delivery unless registered, after which no transfer shall be valid unless made on the books of said Railway Company by the registered owner in person or by attorney, but the same may thereafter be discharged from registry by being transferred to bearer. The registration of this bond shall not restrain the negotiability of the coupons by delivery. This bond shall not be valid until the certificate endorsed hereon shall have been signed by or on behalf of the Trustee. In witness whereof the said The A. B. and E. F. Railway Company has caused these presents to be signed by its president and secretary and its corporate seal to be hereto affixed this — day of —, 19—.

The A. B. & E. F. Railway Company,
 (Seal) By —, President.
 —, Secretary.

Coupon.

\$25. No. —.

The A. B. & E. F. Railway Company, on the — day of —, 19—, will pay to bearer twenty-five dollars in gold coin of the United States at the office of The C. D. Trust Company in the City of —, Ohio, being six months' interest on its five per cent. first mortgage bond number —.

—,
 Treasurer.

Trustee's Certificate.

The within bond is one of the series of bonds issued by The A. B. & E. F. Railway Company under the terms of the deed of trust or mortgage within referred to.

The C. D. Trust Company, Trustee,
 By —, President.

And whereas, said party of the first part, by authority of the laws of the State of Ohio, and by vote of its stockholders, and the action of its board of directors in due form taken, resolved to secure said bonds by mortgage or deed of trust conveying to

the said The C. D. Trust Company of —, Ohio, Trustee, party of the second part, all its property, rights, contracts, franchises, grants, real estate, choses in action and assets now owned or hereafter acquired, in the form of this indenture, which was duly approved by its board of directors at its meeting held on said —, 19—,

Now, therefore, this indenture witnesseth: that said party of the first part, for and in consideration of the premises and of the sum of one dollar (\$1) to it duly paid by said party of the second part, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal and interest of said bonds according to the tenor and effect thereof, hath granted, bargained, sold, assigned, transferred and conveyed, and by these presents doth hereby grant, bargain, sell, assign, transfer and convey, unto said party of the second part, its lawful successors and assigns in the trust hereby created, all those certain pieces or parcels of land described and known as follows, to wit:

(description of land).

Also all railroads now or hereafter owned or constructed by said party of the first part upon its proposed line between — and —, there being now constructed thereon — miles of single track railroad. Also all railroads which the party of the first part shall hereafter construct, whether said railroad shall be operated by electricity or other power.

And also all corporate property, real and personal, lands, depots, yard grounds, right or rights of way, licenses, easements, buildings, erections, superstructures, power-houses, car-houses, depot and station buildings, waiting-rooms, machine shops, car shops, blacksmith shops, iron and steel rails, tracks, chains, ties, switches, turnouts, turntables, bridges, trestles, cars, motors, rolling stock, engines, dynamos, generators, telephones and telephone lines, and all electrical equipment and apparatus, poles, wires, trolleys, and all other things in any wise belonging or appertaining to the said railroad, together with all easements and property, necessary or convenient in or to the ownership, use and operation of the said railroad, whether the said property and things so belonging or appertaining are now owned or shall be hereafter acquired by the party of the first part.

And also all corporate powers, rights, privileges and franchises, incident or necessary to the ownership, maintenance and opera-

tion of the said railroad and the property aforesaid together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

And also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, in and to the above described premises and every part and parcel thereof, with the appurtenances.

To have and to hold all and singular the above mentioned and described premises, rights, franchises, railways, railroads, and real and personal property, unto said party of the second part, its successors or assigns, in trust for the uses, intents and purposes hereinafter expressed and declared of and concerning the same, that is to say:

Article I. No one of the bonds of the party of the first part shall be deemed issued, or be valid, or secured by this mortgage, until the same shall have been authenticated by the party of the second part, or its successors in the trust hereby created.

Bonds to be certified by Trustee.

Nine hundred thousand dollars (\$900,000) in par value of said bonds, being numbers one to nine hundred inclusive, shall forthwith be authenticated by said party of the second part and delivered to the president of the Railway Company. The remaining one hundred of said bonds shall be held by the Trustee and they or any part thereof shall be authenticated and delivered by it to the president of the Railway Company upon the filing with the Trustee by the president and secretary of the Railway Company of a written demand therefor, accompanied by a certificate by them stating that the Railway Company has expended money in extensions, additions, betterments, or additional property made or acquired after the date of the filing of this instrument for record in the offices of the recorders of — and — Counties, Ohio, subject to the lien of these presents at an actual cost of which the par value of the bonds sought to be delivered shall equal eighty-five per cent. and the statements in said certificate shall be conclusive upon the Trustee of the facts set forth therein.

Article II. Until the said party of the first part or its successors

**Railway Com-
pany to have
possession un-
til default.**

shall make default in the payment of some principal money or interest secured by said bonds, or any of them, according to the tenor thereof, or of the coupons thereto annexed, or shall make default or breach in the performance or observance of any condition, obligation, or requirement of the said bonds, or by this mortgage imposed on the party of the first part, or its successors, the said Trustee, or its successors, and every other trustee from time to time of these presents, shall permit and suffer the party of the first part, its successors or assigns, to possess, manage, operate and enjoy the said railroads, with their equipment and appurtenances, and all other lands and premises, property and franchises hereinbefore described, and to receive, take and use the tolls, incomes, revenues, rents, issues and profits thereof in the same manner and with the same effect as if this deed of trust had not been made.

Article III. If and whenever the said party of the first part, and its successors, shall make any such default in the payment of principal or interest as is mentioned in the last preceding article, and such default shall continue for the period of six months, then and in such case it shall be lawful for the said Trustee, or its successors, by its or their attorneys or agents, to enter in, into and upon and take and possess all and singular the railroads, lands, premises, and property hereinbefore expressed to be conveyed, or any of them, or any part or parts thereof respectively, and to have, hold and use the same and to work and operate by its or their superintendents, managers, receivers or servants, or other attorneys or agents, the said railroads and conduct the business thereof, and to make from time to time all such repairs and replacements and such useful alterations, additions, and improvements thereunto as may seem to it or them to be judicious or convenient, and to collect and receive all tolls, freights, incomes, revenues, rents, issues and profits of the said railroads and premises and every part and parcel thereof, and after deducting and defraying the expenses of working and operating the said railroads and conducting the business thereof, and of the said repairs, replacements, alterations, additions and improvements, and all payments which may be made for taxes, assessments, charges or liens prior to the lien of these presents

**Trustee to
take possession
on default and
operate.**

upon the said premises, or any part or parcel thereof, and all other expenses or out-goings whatsoever incurred in relation thereto, as well as just compensation for its or their services, and which it or they are hereby authorized to take and retain for the services of such attorneys and counsel, and all other agents and persons who may have been employed by it or them, the said Trustee, or its successors, shall apply the moneys arising from such collection and receipts as aforesaid in or toward the payment of interest upon the said bonds, in the order in which said interest shall have become due, ratably, and after paying all interest which shall have become due, shall apply the residue of such moneys in or towards the payment of the principal of such of the said bonds as may be at that time outstanding and unpaid, ratably and without discrimination or preference, and if, after satisfaction thereof, a surplus shall remain, shall pay over such surplus to the party of the first part, its successors or assigns, or as any court of competent jurisdiction shall order, and the premises and property hereby conveyed shall be forthwith surrendered to and be thereafter held, possessed and enjoyed by the party of the first part, its successors and assigns, subject, otherwise, to the conditions herein expressed and declared, and to the right of said Trust Company again to enter in, into and upon, and take possession of the said premises, in case of any other or future default and with like effect as in this article provided; provided nevertheless, that if the said Trustee, or its successors, shall think it inexpedient, after such entry as aforesaid, to work and operate said railroads and premises, in the manner aforesaid, it shall be lawful for it, or them to demise or let the said railroads, premises and property to any person or persons, corporation or corporations, willing to work and operate the same, for such term or period not exceeding one year at any one letting, unless the consent in writing of the holders of a majority in interest of the said bonds shall be first obtained to a longer term, at such rent or proportion of the receipts and profits and generally upon such terms and conditions as the said Trustee, or its successors, shall in its or their discretion think fit, and the said Trustee or its successors shall apply the revenue or income to arise from such demise or letting in the same manner as the net revenue or income to arise in the event of said railroads or premises being worked and

operated by the said Trustee, or its successors, is applicable under the provisions immediately hereinbefore contained.

Power of sale.

Article IV. In case any such default shall be so made and shall so continue as aforesaid, the said Trustee, or its successors, may also, either after such entry as aforesaid, or other entry or without entry, and upon the written request of a majority of the holders in interest of the said bonds, and upon being properly indemnified, sell and dispose of all and singular the railroads, premises and property hereinbefore expressed to be conveyed, or any of them, or any part or parts thereof, either together or in parcels, by public auction in the City of —, Ohio, or at such place within the State of Ohio as the said Trustee, or its successors, shall designate and at such time as it or they shall appoint, with power upon such sale to make any stipulations as to the title or evidence of title, or form of conveyance, or payment of the purchase money by instalment or otherwise, or any other stipulation with reference to such sale, as the said Trustee, or its successors, may think proper, and also with power to buy in, or rescind, or vary, any contract for sale, and to resell without being answerable for any loss occasioned thereby; provided always, that before any such sale, the Trustee, or its successors, shall give notice of the place and time of such sale by advertisement, published not less than three times a week for six weeks in some paper of general circulation and published in the City of —, Ohio, but it shall be lawful for said Trustee, or its successors, to adjourn the said sale from time to time in its or their discretion and, if so adjourning, to make the same without further notice of the time and place to which the same may be so adjourned, and it shall be lawful for the said Trustee, or its successors, to make and deliver to every purchaser at any such sale, such good and sufficient deed or deeds in the law for the assurance and conveyance of the property purchased in fee simple, or an equivalent estate according to the nature of such property, as the said Trust Company, or its successors, shall think fit. And it is hereby agreed and declared that every sale made or purporting to be made under this power shall (notwithstanding any irregularity or impropriety in or about such sale) be a perpetual bar both in law and equity as against the party of the first part, its successors and assigns, and all other persons claiming or to

claim the said premises or any part or parcel thereof by, from, through or under the party of the first part, its successors or assigns: and after deducting from and out of the proceeds of such sale a just allowance for all expenses thereof including attorneys' and counsel fees and all other expenses, advances or liabilities which may have been made or incurred by the said Trustee, or its successors, in respect of the said premises, or any part or parcel thereof, or in managing the business thereof while in its or their possession, and in arranging for and concluding the sale aforesaid, and all payments which may have been made by it or them for taxes or assessments and for charges or liens prior to the lien of these presents on the premises or any part thereof, and all other expenses or outgoings whatever, incurred in relation thereto as well as compensation for its or their services as aforesaid, the said Trustee, or its successors, shall apply the net residue of such proceeds in or towards the payment of the principal of such of the said bonds as may be at the time unpaid, whether or not the same shall have previously become due, and all the interest which shall have at that time accrued, due on the said principal, and be unpaid, without discrimination or preference, but ratably to the aggregate amount of such unpaid principal and accrued and unpaid interest, and if, after payment of the same in full, a surplus shall remain, shall pay over such surplus to the party of the first part, its successors or assigns, or as any court of competent jurisdiction shall order. And it is hereby agreed and declared that the receipt of the said

Receipt of trustee to be a sufficient discharge; purchaser need not see to application of purchase money.

Trustee, or its successors, shall be a sufficient discharge to the purchaser or purchasers of the premises which shall be sold as aforesaid, for his or their purchase money, and that such purchaser, or purchasers, his or their heirs, executors or administrators, shall not, after payment thereof and having such receipt, be liable to see to the application of such purchase money upon or for the trust or purpose of these presents, or be in any manner whatsoever answerable for any loss, misapplication or non-application of such purchase money or any part thereof, or be obliged to inquire into the necessity, expediency or authority for any such sale.

Trustee may purchase at sale.

Article V. At any sale of the aforesaid property, or any part thereof. whether made by virtue of the

power herein granted or by judicial authority, the said Trustee, or its successors, may, in its or their discretion, bid for and purchase, or cause to be bidden for and purchased, the property so sold or any part thereof in behalf of the holders of the bonds secured by this instrument, hereinafter referred to as "bondholders," and then outstanding in the proportion of the respective interest of said bondholders at a reasonable price, if but a portion of the said property shall be sold, or, if it all be sold, at a price not exceeding such price or sum as, after deducting all such allowances, expenses, charges, liabilities, payments and outgoings as may be payable out of the purchase money in preference or priority to the said bonds and the interest thereon, shall suffice to pay and satisfy the whole amount of such bonds then outstanding with the interest then accrued thereon.

Article VI. In case the said party of the first part, or its successors, shall make default in the payment of any interest on any of the said bonds and according to the tenor thereof, or of the coupons thereto annexed, and such default shall continue for the period of six months, then and thereupon the principal of all of the said bonds shall at the election of the said Trustee, or its successors, to be signified to the party of the first part, or its successors, by writing under its or their hand or hands, become immediately due and payable. Provided nevertheless, that at any time after such default shall have been made and have so continued as aforesaid and before the actual payment of the principal, it shall be lawful for a majority in interest of the existing bondholders, for the time being, by an instrument under their hands to direct said Trustee, or its successors, either forthwith to exercise the said power of declaring the principal of said bonds due and payable, or to waive the exercise of the said power, if unexercised, or to withdraw and annul the exercise thereof, if exercised, either absolutely or with the consent of the party of the first part, or its successors, on such terms as may be directed by the said majority by the same instrument; and it is hereby provided that no action taken by the said Trustee, or its successors, or by the bondholders under this article, shall prejudice or affect the powers or rights of the said Trustee, or its successors, or the bondholders thereunder, in the event of any subsequent default.

Upon default of interest, principal to become due.

Article VII. It is further covenanted and agreed by and between the parties hereto, anything herein contained to the contrary thereof notwithstanding, that the party of the first part reserves and shall have the right, at any time, to sell or exchange and convey any part of the said mortgaged real or personal estate, other than its railroad, road beds, rights of way, corporate rights, privileges and franchises, and, with the consent and approval of the Trustee, or its successors, to expend the proceeds of the property so sold, in the purchase of other real estate, buildings, easements, chattels, rolling stock, materials, supplies, or other things necessary or proper to be used in or about the construction, use, operation and maintenance of the railroad or extensions thereof aforesaid, which property when so purchased or received in exchange shall thereupon become and be subject to the lien and operation of these presents in the place and stead of the properties so sold or exchanged as aforesaid; provided however, that in case of any such sale the proceeds thereof shall be paid or delivered directly to the Trustee and be paid out by it only in the purchase of other property as above provided, or otherwise applied to the uses and trusts hereby created. And it shall be the duty of the said Trustee, or its successors, having received the proceeds of such sales, or having been satisfied that property to be received in exchange has been so received, and upon being requested by the party of the first part so to do, to execute and deliver any conveyance or other instrument necessary or proper to release the property so sold or exchanged from the lien and operation of this mortgage. And a certificate signed by the president and verified by the affidavit of the engineer of said party of the first part shall be complete evidence to said Trustee that the proceeds so derived have been expended by the party of the first part pursuant to the terms of this article, or that the property to be so received in exchange has been so received.

Upon request trustee to purchase for bondholders; organization of new corporation.

Article VIII. And it is further covenanted and agreed by and between the parties hereto that if, in case of any sale of the property and premises aforesaid pursuant to the terms and conditions herein expressed and declared, and whether such sale shall be made in execution of the power of sale hereby granted, or under and pursuant to the decree of any court of com-

petent jurisdiction, the holders of a majority of then outstanding bonds hereby secured shall deposit their bonds with said Trustee, and in writing so request the Trustee, or its successors, it shall thereupon become the duty of the said Trustee, or its successors, upon being properly indemnified, and they are hereby respectively authorized and empowered at such sale to purchase the said property and premises for the use and benefit of the holders of the said bonds then outstanding as aforesaid; and upon such sale being made as aforesaid, the legal estate, right, and title to the property and premises so purchased shall become and be wholly vested in the said Trustee, or its successors, and no bondholder shall thereafter have any right, title or interest, legal or equitable in or to the said property or premises, or the proceeds thereof, except as he shall be entitled to share pro rata in the said property, premises and proceeds as the same shall be conveyed to, taken and held by a new company or corporation representing the holders of such outstanding bonds, to be formed or organized for the use and benefit of such bondholders. And it is further covenanted and agreed by and between the parties hereto, that the Trustee, or its successors, may, and they are hereby authorized and empowered to take such lawful measures, as by the holders of a majority of such outstanding bonds shall be requested in writing, for the organization and incorporation of a new company or corporation for the benefit of the holders of such outstanding bonds, and that such new company or corporation shall be organized or incorporated upon such terms, conditions and limitations and in such manner as the holders of a majority of such outstanding bonds hereby secured shall in writing request and direct; and the said Trustee, or its successors, having purchased the said property and premises as aforesaid shall thereupon convey the same to such new company or corporation by such deed or deeds, conveyance or conveyances, as shall be sufficient and effectual in law to vest and confirm the said property and premises in and to the said new company or corporation.

Article IX. And it is further covenanted and agreed by and between the parties hereto that whenever and as often as any contingency or occasion shall arise for the action, as herein provided, of a majority of the holders of such outstanding bonds, such bondhold-

Bondholders' requests may be executed in any number of parts; must be accompanied by deposit of bonds.

ers may and they are hereby authorized and empowered to signify their request in writing aforesaid, by writing over their respective signatures in any number of parts or duplicates, accompanied by the deposit with the Trustee of the bonds by them respectively owned, or such evidence of their ownership thereof as to it may be satisfactory; and such deposit or evidence of ownership may be required by such Trustee as a condition to its taking any action as herein provided on behalf of any particular holder or holders of such bonds.

Article X. The said party of the first part doth hereby covenant and agree to and with said Trustee, and its successors in this trust, that said party of the first part shall, at all times hereafter, keep at its office in the City of —, Ohio, a book or books which shall be respectively designated "Register of Bonds" and that any holder of any of the bonds issued under the provisions of this indenture may there register his bond upon presenting the same, and when a bond is so registered in the name of any such person, such person shall be deemed and regarded as the owner of such bond, and that all payments of principal thereon shall thereafter be made to him or his order only, and that such payment to him or his order shall be valid payment of such principal, and a discharge to the party of the first part to the extent of the sum so paid, and also that such registry may be changed upon presentation of the bond with the written order of the person in whose name it is registered, properly authenticated, to the name of such person as may by said written order be designated for the purpose, and he shall thereafter be deemed and regarded as the owner of the bonds, under the same circumstances and conditions and with the same rights as the prior owner, including the right to change the registration in the manner aforesaid, and so from time to time as the owner for the time being may desire, and the registered holders may also have the right to register the bonds payable to bearer, in which case the bond shall be payable to the holder presenting the same, and any holder of a bond, so registered as payable to bearer, may again cause it to be registered in his name with the same effect as the first registration; and successive registrations may in the same manner be made from time to time as may be desired; and also that the holder of any of the said bonds may at his option surrender the

**Railway Com-
to keep books
for registry of
bonds.**

coupons attached thereto to be cancelled, in which case interest thereon shall thereafter be payable to him or his order only.

Article XI. It is further mutually agreed that, in case of the resignation, removal, incapacity, or inability for any other reason of the said Trustee to act in the execution of the trust hereby created, the holders of a majority in interest of said bonds, then outstanding, may select and designate in writing one or more competent persons or another corporation, competent to act, in the place of the said C. D. Trust Company, to execute said trust and until the bondholders make such selection, the president of the party of the first part, with the consent in writing of the owners or holders of said bonds to the amount of one hundred thousand dollars (\$100,000), may select and appoint one or more persons, or another corporation, competent to act, to fill the vacancy, and the person, persons or corporations so selected, shall have and possess, and be vested with the same rights and powers as trustee or trustees as he, they or it would have had had and possessed and been vested with had he, they or it been originally made a party or parties to this indenture; and the party of the first part hereby covenants to make, execute and deliver all such other and future instruments, deeds or indentures as may be necessary to enable the person or persons or corporation so appointed to execute the trust hereby created, and successors of any such new trustee or trustees may be appointed in like manner as often as a vacancy in the said trust, for either of the causes above mentioned, shall occur. And it is further agreed that said Trustee shall be entitled to just compensation for all services rendered in the execution of this trust, and to be reimbursed for all necessary expenditures in and about the same.

Article XII. The party of the first part hereby further agrees that it will pay, or cause to be paid, the bonds herein mentioned and the interest thereon, according to the terms thereof, and all taxes, levies and assessments imposed and assessed, or which may hereafter be imposed or assessed, upon the premises, franchises and property hereby conveyed, or intended so to be, and also any tax upon the interest payable upon said bonds, and each of them, represented by the coupons annexed thereto, which may be levied or imposed thereon by the Government of the United States, or State of

**Substitution
of Trustee.**

**Railway com-
pany to pay
taxes.**

Ohio, and will also, at its own cost or expense, do or cause to be done all things necessary to preserve and keep valid and intact the lien or incumbrance hereby created; and that it will, at its own expense, insure and keep insured all of its property of a character usually insured by like companies similarly situated, and in the same manner and to the same extent; and that all policies and contracts of insurance shall be deposited with the Trustee by said Railway Company as soon as the same are issued, and that in default for the period of six months, after demand made by the Trustee, in the payment of any such taxes, assessments or insurance premiums, the Trustee herein named or the holder of any bonds secured hereby may pay the same without prejudice, however, to the rights of the Trustee hereunder by reason of such default in payment by the Railway Company, and when so paid the amount thereof together with six per cent. interest from the date of such payment shall become a lien prior to the said bonds upon the premises hereby conveyed and shall be protected as such by this instrument. The Trustee shall be under no obligation to pay said taxes or assessments or to cause said property to be insured except upon written request of a majority in interest of said bonds and upon being properly indemnified.

Trustee may pay taxes and insurance premiums on default of Railway Company.

Article XIII. The said party of the first part, for itself, its successors and assigns, doth hereby irrevocably waive the benefit and advantage of any and all valuation, stay, appraisement, redemption, or extension laws, and of all laws requiring mortgages, liens, hypothecations or other securities for money to be foreclosed by the action therefor now existing, or which may hereafter exist, in the State of Ohio, and which, but for this provision herein, might prevent or postpone the sale of said premises, property, rights and franchises under the powers and upon the compliance with the provisions of these presents; and the said party of the first part doth hereby covenant with the said party of the second part, and its successors in the trust hereby created, that it will not in any manner set up, or seek to take the benefit or advantage of, any such valuation, stay, appraisement, redemption, or extension laws.

Waiver of appraisement, etc., laws.

Article XIV. The said party of the first part shall from time to time and at all times hereafter as often as thereunto requested

Railway Company to execute instruments of further assurance.

by the said Trustee, or its successors, execute, acknowledge and deliver all such further deeds, conveyances and assurances in the law for the better assuring unto the Trustee, and its successors in the trust hereby created, upon the trusts herein expressed, the railroads, equipments and appurtenances and the premises and property hereinbefore conveyed or intended so to be, and all other property and things whatsoever, which may hereafter be acquired for use in connection with the same or any part thereof, and all franchises now or hereafter acquired, and incident or appurtenant to or connected therewith, as by the Trustee, its successors, or its or their counsel learned in the law shall be reasonably advised, devised or required.

Remedies to be cumulative. Article XV. Except as herein expressly provided to the contrary no remedy herein conferred upon or reserved to the Trustee, or to the holders of the bonds secured hereby, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity or by statute.

Defeasance Clause. Article XVI. This grant and conveyance is upon the express condition that upon payment in full of said bonds and the interest due thereon and all proper charges incurred by the Trustee in the administration of the trust, then the estate, title and interest hereby granted shall cease, determine and be void, and the said Trustee, or its successors in this trust, shall convey, assign, transfer and deliver over to the party of the first part, and its successors, all the said railroads, their equipments and appurtenances and all of the property, real, personal, and mixed remaining in its possession belonging to the Railway Company, and shall duly execute and deliver to the Railway Company a proper release or satisfaction of this mortgage.

Acceptance of trust by trustee. Article XVII. The Trustee, the party hereto of the second part, for itself and its successors, hereby accepts the trusts and assumes the duties herein created and imposed upon it only upon the following terms and conditions, to wit:

(1) The recitals of fact herein contained shall be taken as

No. 695.

CONSOLIDATED MORTGAGE BY INTERURBAN
TRACTION COMPANY, TO TAKE UP PRIOR MORT-
GAGES OF CONSTITUENT COMPANIES, AND FOR
OTHER PURPOSES.

The A. B. Electric Railway Company
to

The C. D. Trust Company, Trustee.

Parties. This Indenture dated the — day of —, A. D. 19—, by and between The A. B. Electric Railway Company, a corporation organized and existing under the laws of Ohio, hereinafter called the "Railway Company," party of the first part, and The C. D. Trust Company, also a corporation organized and existing under the laws of the State of Ohio, with its principal office and place of business in the City of —, in said State, as trustee, party of the second part and hereinafter called the Trustee, witnesseth:

Consolidation agreement. Whereas, The Railway Company has, by virtue of a certain agreement of consolidation dated —, 19—, become possessed of all the estate, property, rights, privileges and franchises formerly belonging to The E. F. Railway Company, The G. H. Railway Company, The I. J. Railway Company, and The L. M. Railroad Company, corporations formerly organized and existing under the laws of the State of Ohio, which said agreement was duly filed in the office of the Secretary of State of Ohio on the — day of —, A. D. 19—, and was recorded in volume —, page —, of the Records of Incorporation in said office, and

Ownership of railways. Whereas, The Railway Company is, by virtue of said agreement of consolidation, the owner of all the lines of railroad and street railroad formerly owned by said constituent companies extending from — to —, in the State of Ohio, passing through the counties of —, — in said State of Ohio, and

Purposes of issuing bonds. Whereas, it is necessary for said Railway Company to raise money for the purpose of locating, constructing and equipping its railways and for the purpose of redeeming and exchanging parts or all of its previously issued bonds and of funding its floating debts, and for the purpose of

redeeming and funding debts and obligations assumed, incurred and created by this company, or by its predecessors, or its constituent companies, which go to make up this consolidated company, and for completing, extending, improving, maintaining and operating its road and for the purpose of buying rolling stock, building depots, elevators, and shops and generally for any purpose which may be necessary to the business of this company, and

Resolution of directors authorizing bonds and mortgage. Whereas, The Railway Company, by resolution of its board of directors, duly adopted on the — day of —, A. D. 19—, determined to borrow money for the objects aforesaid and for that purpose has authorized the execution and delivery of this indenture; and the issue and sale of its bonds in the aggregate amount of five million dollars (\$5,000,000) of principal, of the tenor and effect hereinafter set forth, all of said bonds to be equally secured by this first consolidated mortgage or deed of trust, of and upon all of the railroad and street railroad and other property and franchises of the Railway Company now owned or hereafter, at any time or howsoever, acquired by it, and,

Consent of stockholders. Whereas, The Railway Company, by resolution of its stockholders, duly passed at a special stockholders' meeting held on the — day of —, A. D. 19—, called as required by law, at which meeting the holders of more than two-thirds of the full paid up stock of said Railway Company were present and voting, either in person or by proxy, and which said resolution was authorized and approved by the vote in person or by proxy of holders of more than two-thirds of the full paid up stock of said Railway Company, consented to, ratified, approved and confirmed the aforesaid action of the board of directors, and instructed its directors to borrow money and issue bonds for the purposes and uses in this instrument provided, and

Whereas, pursuant to said resolution of the board of directors of the Railway Company, said bonds are to be issued as coupon bonds substantially in the following form, subject only to the necessary variations as to the distinguishing numbers thereof, to wit:

United States of America
State of Ohio.

No. —.

\$1,000.

The A. B. Electric Railway Company
First Consolidated Mortgage five per cent. Gold Bond.

Know all men by these presents, that The A. B. Electric Railway Company, a corporation organized and existing under the laws of the State of Ohio, is indebted to The C. D. Trust Company of —, Ohio, a corporation organized and existing under and by virtue of the laws of the State of Ohio, or to the bearer hereof, or, if this bond be registered, unto the registered holder hereof, in the sum of one thousand dollars, which sum said Railway Company promises to pay to the said C. D. Trust Company, or to the bearer or registered holder hereof, in gold coin of the United States of, or equal to, the present standard of weight and fineness, on the — day of — in the year Anno Domini one thousand nine hundred and — (A. D. 19—), at the office of The C. D. Trust Company in the City of —, Ohio, and to pay interest thereon at the rate of five per cent. (5%) per annum payable in gold coin as aforesaid semi-annually on the first days of January and July of each year at the office of The C. D. Trust Company in the City of —, Ohio, or at the Railway Company's agency in the City of New York, upon the presentation and surrender of the interest warrants or coupons hereto attached as they severally become due, as provided therein, and in case of default in the payment of any of said coupons attached to this bond, in the manner provided in the trust deed or mortgage hereinafter mentioned, then and in that case the principal sum of this bond shall become due in the manner and with the effect provided in said trust deed or mortgage.

This bond is one of a series of bonds of like tenor, date and effect, numbered consecutively from one to five thousand inclusive, amounting in the aggregate to five million dollars (\$5,000,000), and issued in accordance with the trust deed or mortgage aforesaid. All of said bonds are equally secured by a trust deed or mortgage bearing even date herewith, duly executed and delivered by said The A. B. Electric Railway Company to said The C. D. Trust Company, Trustee, and filed and recorded in the offices of the recorders of the Counties of —, —, — and —, in the State of Ohio, they being the proper offices for

the record of such trust deed or mortgage, and conveying to said The C. D. Trust Company, in trust, all the corporate property, real and personal, therein described, now owned or hereafter to be acquired by the said Railway Company, and all franchises and privileges pertaining thereto as more fully set forth in said trust deed or mortgage. The trust deed securing this bond contains a sinking fund provision which provides for the payment of the bonds secured thereby. This bond shall pass by delivery unless registered in the name of the owner in books to be kept at the agency in the City of —, Ohio, appointed for that purpose by the Railway Company, such registration being noted on the bond, as provided in said mortgage. After such registration no transfer shall be valid unless made on said books by the registered owner in person, or by attorney, duly authorized, and similarly noted on the bond, but the same may be discharged from registry by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored, but this bond may again, and from time to time, be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, but the same shall continue to be transferable by delivery notwithstanding the registration of the bond.

This bond shall not be obligatory for any purpose until it shall have been authenticated by the certificate of the said Trustee, or its successor in said trust, endorsed hereon. Coupons representing the interest on this bond shall be paid in full in the order of their maturity and in accordance with the provisions of said mortgage or deed of trust. In witness whereof the said A. B. Electric Railway Company has caused this bond to be signed by its president and its corporate seal to be hereto affixed, attested by its secretary and the said interest coupons to be executed with the engraved signature of its treasurer this — day of —, A. D. 19—.

The A. B. Electric Railway Company.

By —, President.

Attest [SEAL] —, Secretary.

Coupon.

\$25.

No. —

On the first day of —, 19—. The A. B. Electric Railway Company will pay to bearer at the office of The C. D. Trust

Company in the City of —, Ohio, or at the Railway Company's agency in the City of New York, twenty-five dollars in gold coin of, or equal to, the present standard of weight and fineness, being six months' interest on bond No. —.

—,
Treasurer.

Trustee's Certificate.

It is hereby certified that this bond is one of the series of bonds mentioned in the mortgage or deed of trust within referred to.

The C. D. Trust Company.

By —, Secretary.

Granting clause.

Now therefore this indenture witnesseth: that, in consideration of the sum of one dollar (\$1) to the Railway Company in hand paid by the said The C. D. Trust Company, Trustee, party of the second part, the Railway Company doth hereby grant, bargain, sell and convey to said The C. D. Trust Company, Trustee as aforesaid, and to its successors in said trust, all and singular the property, plant and lines of railway of The Railway Company in the City of — and Village of — and Townships of — and —, all in the County of —; and in the City of —, and Townships of —, —, and —, all in the County of —; etc., (enumerate cities, villages, and townships of each county through which the railroad passes).

General description of property.

* * * * *

all in the State of Ohio:

Also all other property and lines of railway which may hereafter be constructed or acquired by the Railway Company and also their, and each of their, appurtenances and appendages, franchises, privileges, rights of way, tracks, cars, power houses, engines, boilers, cables, poles, wires, motors, trolleys, electrical appliances, horses, harness, equipments, barns, sheds, terminal facilities, real estate, patents, tools, implements, fixtures and machinery, and all other estate, property and rights of every kind, character and class, now or hereafter owned or acquired, or in any way or any manner, or to any extent, controlled or possessed by the Railway Company and including all contracts, rights, revenues, rents, tolls, sums of money or income arising or to arise from the property now owned or controlled, or hereafter

to be acquired or controlled by the Railway Company, and each and every parcel thereof;

Also all corporate or other franchises, rights, easements, privileges and immunities now or at any time hereafter owned, held or enjoyed by or in any manner conferred upon the Railway Company, it being the intention hereof to include herein all the property of the Railway Company, real, personal and mixed, in possession or in expectancy, now owned or hereafter in any wise acquired, together with all and singular the tenements, hereditaments, rights, franchises, easements, privileges, immunities and appurtenances of such property and premises hereinbefore expressed to be conveyed, or which in any manner hereafter may be acquired by the Railway Company, belonging or in any wise appertaining to, or at any time hereafter held or enjoyed by, the Railway Company.

Also the reversion and reversions, remainder and remainders, tolls, incomes, revenues, rents, issues and profits thereof.

Also all the estate, right, title and interest, property, possession, claim and demand whatsoever, as well in equity as in law, of the Railway Company in and to the same, and every and any part thereof, it being intended and it is hereby agreed that all the property of every kind now owned, or which may be in any wise acquired by the Railway Company, shall be as fully embraced within the provisions hereof, and subject to the lien hereby created for securing the payment of all of said bonds, so to be from time to time issued, together with the interest thereon, as if the said property were now owned by the Railway Company, and were specifically described herein, and conveyed hereby.

Also all charters, franchises and immunities now owned or possessed or acquired by the Railway Company, or to be hereafter acquired by it from the State of Ohio, or any governmental agency, or department thereof, or any county, city, municipality, town, township, or village therein, or from any person or persons or from any other source whatever, including its right to be a corporation and all contracts, leases, patents, licenses and choses in action of every kind and nature whatsoever.

This mortgage and the foregoing conveyance to the Trustee include among other things the following described property, to wit:

Specific description of lines of railroad and routes included.

* * * * *

Habendum clause.

To have and to hold all and singular the above mentioned and described property acquired, and to be hereafter acquired, tenements, hereditaments, rights, franchises, easements, privileges, immunities and appurtenances and all the other property above mentioned as intended to be conveyed and the tolls, incomes, revenues, rents, issues and profits thereof, unto and to the use of the said The C. D. Trust Company, as Trustee, and its successors in said trust, according to the nature and quality thereof, respectively, upon and for the trusts, intents and purposes hereinafter expressed of and concerning the same.

Prior mortgages on part of premises.

This mortgage and the foregoing conveyance are subject to a first mortgage given by The E. F. Railway Company to The — Trust Company, Trustee, dated —, 19—, and given to secure the payment of an issue of bonds aggregating one million dollars (\$1,000,000) of which issue, bonds amounting to eight hundred thousand dollars (\$800,000) have been issued and are now outstanding.

Also to a first mortgage given by The G. H. Railway Company to The — Trust Company, Trustee, of —, dated —, 19—, and given to secure the payment of bonds aggregating two million dollars (\$2,000,000).

Statement of trust.

And it is hereby agreed and declared that the said Trustee, or its successor for the time being in said trust, shall respectively stand possessed of, and entitled to, all and singular the premises, property and rights hereinbefore expressed to be conveyed and intended to be conveyed, and shall be entitled to exercise the powers herein granted only upon and for the trusts, intents and purposes, and subject to the terms and conditions following, that is to say:

Execution of bonds.

Article First. The bonds secured by this mortgage shall be signed by the president of the Railway Company and have the corporate seal of the Railway Company affixed, attested by the signature of its secretary.

The coupons to be attached to the bonds secured by this mortgage shall be authenticated by the engraved signature of the present treasurer, or of any future treasurer, of The Railway Company.

Before certifying or delivering any bond all coupons thereon

then matured shall be cut off, cancelled and delivered to the Railway Company.

**Bonds not
valid un-
til certified.**

It is covenanted and agreed by the Railway Company that none of said bonds which are intended to be secured by this mortgage shall be issued or be of any binding force or effect whatsoever, hereunder, or be in any way hereby secured, until the same shall be authenticated by the certificate of the Trustee or its successors in said trust in the manner provided in this mortgage.

Article second. The Railway Company for itself, and its successors and assigns, in consideration of the premises, further covenants and agrees to and with the Trustee, and its successor or successors in said trust, that the Railway Company, and its successors, shall and will at all times hereafter provide and pay the principal and interest of and upon the bonds hereinbefore recited and described, as the same shall become due and payable, and the Railway Company further covenants that it will at all times hereafter, until this mortgage is paid and satisfied, open and keep an office in the City of —, Ohio, at the office of the Trustee or elsewhere in said city, for the registration and transfer of said bonds. Said bonds shall pass by delivery unless registered in the name of the owner in books to be kept

**Covenant to
pay bonds
and coupons.**

at the agency in the City of —, appointed for that purpose by the Railway Company, such registration being noted on the bond. After such registration no transfer shall be valid unless made on said books by the registered owner in person or by attorney duly authorized, and similarly noted on the bond; but the same may be discharged from registry by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored, but such bond may again, and from time to time, be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, but the same shall continue to be transferable by delivery notwithstanding the registration of the bond. The Railway Company and the Trustee may deem or treat the bearer of any bond secured by this mortgage, which shall not at the time be registered as in this mortgage provided, and the bearer of any coupon, as the absolute owner of such bond or coupon for the purpose of receiving

**Registration
of bonds.**

payment thereof and for all other purposes whatsoever whether such bond or coupon be overdue or not, and the Railway Company and the Trustee shall not be affected by any notice to the contrary.

Article third. The Railway Company covenants and agrees that it will, from time to time, promptly and duly pay and discharge all taxes and assessments, water rates and governmental charges lawfully imposed upon the property, franchises, and premises hereby mortgaged, or upon any part thereof, the lien of which might or could be held prior or superior to the lien of this mortgage, so that the priority of this mortgage shall be fully preserved in respect to all property, franchises and premises hereby mortgaged, and that it will also pay and discharge all taxes, assessments, and governmental charges lawfully imposed upon the estate or interest of the Trustee in the mortgaged property, provided however, that the Railway Company shall not be required to pay any such taxes, assessments or governmental charges so long as it shall, in good faith, and by appropriate legal proceedings, contest the validity thereof, nor any such taxes, assessments, or governmental charges upon the bonds and coupons themselves, excepting only such as the Railway Company may be by law required to pay or retain therefrom.

Article fourth. Upon the execution of this indenture, and the bonds secured by the same having been first signed by the president of the Railway Company and having had the corporate seal of the Railway Company affixed thereto and attested by the signature of its secretary, and the coupons thereof bearing the engraved signature of the treasurer of the Railway Company, eight hundred (800) bonds of said issue, numbered from one (1) to eight hundred (800) both inclusive, shall be certified by the Trustee and issued in amounts of one thousand dollars (\$1,000), or multiples thereof, from time to time, only in exchange at par for the first mortgage — year gold bonds of The E. F. Railway Company of an authorized issue of one million dollars (\$1,000,000) of such bonds dated —, 19—, and secured by said The E. F. Railway Company's first mortgage to The — Trust Company, Trustee, dated —, 19—, of which issue eight hundred thousand dollars (\$800,000) of bonds

Covenant to pay taxes.

Bonds to be issued in lieu of outstanding underlying bonds.

have been issued and are outstanding. Two thousand (2,000) of said bonds numbered from eight hundred and one (801) to twenty-eight hundred (2,800) both inclusive, shall be certified by the trustee and issued in amounts of one thousand dollars (1,000), or multiples thereof, from time to time, only in exchange for the first mortgage — year gold bonds of The G. H. Railway Company, of the issue of two million dollars (2,000,000) of such bonds, dated —, 19—, secured by the said The G. H. Railway Company's first mortgage to The — Trust Company, Trustee, dated —, 19—.

Remainder of bonds to be issued and delivered to Railway Company.

twenty-two hundred (2,200) of said bonds shall be certified and issued by said Trustee, and delivered by it to the treasurer of the Railway Company, to be used for the purposes of the company without any further corporate action on the part of the said Railway Company.

Article fifth. All bonds secured by underlying mortgages and liens prior to this indenture, for which bonds of the issue hereby secured may be exchanged, shall be held by the Trustee subject to the lien of this indenture for the equal benefit and security of the holders of the bonds and coupons hereby secured,

until all bonds of the issue to which said bonds belong shall have been surrendered to the Trustee hereunder. Upon the bonds so held by the Trustee no interest shall be collected so long as no default occurs in the performance of any of the covenants and conditions of the mortgage or deed of trust by which such bonds are secured, but upon the occurrence of any such default the Trustee shall be entitled to collect and receive, for the equal benefit and security of the holders of the bonds and coupons hereby secured, all interest theretofore accrued and thereafter to accrue upon the bonds so purchased and held by it, and shall be entitled to exercise and employ all the rights, powers and remedies legally appertaining to the ownership of such bonds, provided, however, that a majority in interest of the holders of the bonds hereby secured, upon indemnifying the Trustee to its satisfaction against expenses incurred and against loss or damage, may, by written request signed and proved as hereinafter provided, control the action of the Trustee in respect to the exercise, or non-exercise, or manner of exercise, of such rights, powers

Underlying bonds so exchanged to be kept alive in possession of Trustee.

and remedies. Upon the acquisition by the Trustee of all the bonds of any series secured by an underlying mortgage or lien prior to this indenture, it shall be the duty of the Trustee to cancel said bonds and to cause the mortgage or deed of trust securing the same to be satisfied of record, unless there are outstanding other bonds of a subsequent issue but prior to this mortgage, secured by mortgages or liens upon the same property, or any part thereof, in which case the Trustee shall not cause such bonds to be cancelled or said mortgage or deed of trust to be satisfied of record until all the bonds of such subsequent issue have also been acquired so as to be simultaneously cancelled.

Limit of bond issue. *Article Sixth.* The total amount of such bonds that may be issued under this mortgage is hereby limited to the sum of five million dollars (\$5,000,000) and no bonds in excess of that amount shall be authenticated by the Trustee, or its successors in said trust, or be valid if issued.

All bonds equally secured. *Article Seventh.* It is the intention of this mortgage or deed of trust, and it is so hereby declared, that all bonds, together with the interest thereon, to be issued under this mortgage shall be in all respects equally secured by the same upon all property, rights, franchises and privileges hereby mortgaged, without preference, priority or discrimination on account of, and without reference to the time or times of the actual issue of said bonds or any of them.

Sinking fund. *Article Eighth.* The Railway Company further expressly agrees that, in order to further provide for the security and redemption of the bonds hereby secured, it will on or before the first day of January, A. D. 19—, and annually thereafter, on or before the first day of January until and including the — day of January, A. D. 19—, deliver to the said Trustee for cancellation at least twenty of the bonds hereby secured, and then certified and outstanding, and that it will, on or before the — day of January, A. D. 19—, and annually thereafter on or before the first day of January until and including the first day of January, A. D. 19—, deliver to the said Trustee for cancellation at least fifty (50) of the bonds hereby secured and then certified and outstanding. Upon such delivery the said Trustee shall cancel the same, together with all coupons attached thereto and they shall become and be dis-

charged from the lien created hereby, or, if the said bonds shall not be delivered as provided above, the Railway Company will pay to the said Trustee, on the days above mentioned, a sum equal to the par value of the bonds which the said Trustee shall deposit to the credit of the Railway Company to be held by it, the said Trustee, in trust, until the maturity of the said bonds, allowing — per cent. interest per annum upon the same, which shall accumulate and be added to the said principal sum and used, together with said principal sum when the said bonds shall mature, toward the payment thereof.

Railway Company to have possession until default. *Article Ninth.* Until the Railway Company, or its successors, shall make default, as hereinafter provided, in the payment of some principal money, or interest, on the said bonds, or some or one of them, according to the tenor thereof, at the time or in the manner herein appointed for the payment thereof, or shall make default or breach in the performance or observance of any other condition, obligation or requirement, by the said bonds, or by this indenture, imposed upon the Railway Company, or its successors, in reference to said bonds, or in the due performance and observance of any of the covenants or agreements hereof, to be performed and observed by the Railway Company, the Trustee shall permit and suffer the Railway Company, and its successors, to possess, manage, operate, and enjoy all and singular the estate, property, premises, rights, franchises, privileges and immunities hereby conveyed or intended to be conveyed, and to renew, alter, substitute and repair the same, and every part thereof, and to receive, take and use the tolls, incomes, revenues, rents, issues and profits thereof, in the same manner and with the same effect as if this mortgage had not been made. And it is hereby expressly agreed and understood that any default which may occur in the payment of principal, or interest, or otherwise, with reference to any of the underlying bonds referred to in this mortgage, shall be regarded and shall operate as a default under the terms of this indenture and in like manner as if said default had occurred in performing any of the conditions of this mortgage.

Principal to become due in default of interest, etc. *Article Tenth.* If at any time hereafter, after demand made, the Railway Company, its successors or assigns, shall make default, or shall neglect or

refuse or omit to pay any interest upon any of the said bonds secured hereby, as therein provided, or shall fail, after demand, to keep or perform any of the covenants or stipulations on its part to be kept and performed, and if said default shall continue for a period of ninety (90) days after such demand, then and in any of such events, the Trustee may, and, upon the written request of the holders of twenty-five (25) per cent. in amount of the bonds issued upon the security of this indenture then outstanding, and upon being indemnified to its satisfaction, shall, by notice in writing addressed to the Railway Company, declare the entire principal sum of the bonds secured by this mortgage and then outstanding, with all arrearages of interest thereon, immediately due and payable, and upon such service of said notice by the Trustee, the entire amount of said principal and interest of said bonds then outstanding shall become and be due and payable immediately thereafter, although the period herein or otherwise limited for the payment thereof may not then have expired.

**Trustee to
enter, upon
default.**

In case of such default continuing for the period aforesaid, or in case the Railway Company, its successors or assigns, shall, after demand made, make default or neglect, refuse or omit to pay the principal sums of said bonds secured hereby or any of them and in case of any such default continuing for the period aforesaid, then the Trustee may, and upon like request and indemnity, shall, enter upon, take and maintain possession of all and singular the estate, property, premises, rights, franchises, privileges and immunities hereby conveyed, or intended to be conveyed, and as the attorney in fact or agent of the Railway Company, or in its own name as Trustee, by itself and its agents and substitutes duly appointed, or by its managers, superintendents, receivers or servants, have, hold, manage and operate the same and each part thereof, to as full an extent as the Railway Company might lawfully do, making from time to time all needful and proper repairs, alterations and additions and receiving all of the tolls, incomes, revenues, rents and profits thereof, and after deducting and defraying the expenses of such use, operation, repairs, alterations, and additions and the cost and charges of such taking possession, and all payments which may be made for taxes, assessments, charges or liens prior to the lien of this indenture upon said property,

or any part or parcel thereof, and proper compensation for such taking possession and management while in its possession, as well as a just compensation for the services of such attorneys, agents, and assistants as it may, in the exercise of its discretion, employ, for any of the purposes aforesaid, and such sum or sums as may be sufficient to indemnify the Trustee against any liability, loss or damage, for or on account of any matter or thing done in good faith in pursuance of the duty of the Trustee, it shall apply the remaining net income and revenue therefrom, without preference, priority or discrimination of one bond over another, ratably and equally to the payment of the principal and accrued and accruing interest due on the said bonds outstanding and intended to be hereby secured.

**Power
of sale.**

In case of such default continuing for the period aforesaid, the Trustee may, and, upon like request and indemnity, shall, either with or without such entry as aforesaid, proceed to sell and dispose of all and singular the estate and property, real, personal and mixed, rights, franchises, easements, privileges and immunities hereby conveyed, or intended to be conveyed, to the highest and best bidder at public auction at the front door of the — County Court House, in the City of —, — County, Ohio, at such time as may be designated by the Trustee, the Trustee having first given notice of the time and place of such sale by advertisement published not less than once in each week, for not less than six successive weeks in one or more daily newspapers of general circulation published in each of the cities of New York and —, Ohio. The Trustee may adjourn such sale from time to time, in its discretion, and for such time as it may elect, public announcement to be made by proclamation of such adjournment, and of the time to which the same shall be adjourned, at the time of such adjournment, and if so adjourned, may make such sale at the time to which the same may be so adjourned without further notice, and at such sale may sell all of the said estate, property and rights of every and any kind and nature whatever, franchises, easements, privileges and immunities hereby conveyed or intended to be conveyed and upon making such sale shall execute and deliver to the purchaser or purchasers of said estate and property, rights, franchises, easements, privileges and immunities, a good and sufficient deed, releasing the property so conveyed freed from

all trusts and liens hereby created, and without liability upon the purchaser to see to the application of the purchase money, and without obligation upon the purchaser to inquire into the necessity, expediency or authority of or for any such sale, which sale made as aforesaid shall be a perpetual bar, both in law and equity, against the Railway Company and all persons claiming or to claim the said estate and property so sold, or any part thereof, or any interest therein, by, from, through, or under the Railway Company, and after deducting from the proceeds of such sale proper allowances for all expenses therefor, including attorney and counsel fees, and all other expenses, advances and liabilities which may have been made or incurred by the Trustee for taxes and assessments on said property, or any part thereof, as well as reasonable compensation to the Trustee for making such sale, it shall be the duty of the Trustee to apply the residue of the money arising from such sale to the payment of the principal and accrued interest on all of the said bonds which shall then be outstanding and unpaid, without preference, priority or discrimination of one bond over another, in full, if the said purchase money shall be sufficient, but if not, then pro rata; and in the event of there being in the possession of the Trustee any portion of the trust estate, or the proceeds thereof, after the payment in full of the principal and interest of the aforesaid bonds, then the Trustee shall reconvey, transfer or pay over the same to the Railway Company, its successors or assigns, for its or their sole use and benefit.

Or, the Trustee may proceed to protect and enforce the rights of all of said bondholders under this mortgage by a suit to foreclose the same, or by other appropriate suit or suits in equity or at law, as the Trustee, being advised by counsel learned in the law, shall deem most effectual to protect and enforce such rights. And in any such suit a receiver may be appointed upon the application of the Trustee, provided however, and it is hereby expressly agreed that in case of default as aforesaid, the Trustee and bondholders may waive such default upon the same being made good by the Railway Company, if the party of the first part shall, with the written consent of the Trustee and of the holders of a majority in value of the outstanding bonds at any time before the sale

Trustee may foreclose by legal proceedings.

Receiver may be appointed.

of the mortgaged property, pay all interest due on said bonds and do and perform all other things and matters in respect of which it may be in default, and shall also pay all expenses, compensations, taxes, assessments, levies and damages (but not including any taxes, assessments or levies contested in good faith), including all reasonable charges of the Trustee, then and in that case, the bonds shall not be regarded as due, anything herein contained to the contrary thereof notwithstanding, and there shall be no sale of said property for such past defaults.

In case of a sale of the mortgaged premises, or **Bonds may be used as part of purchase money.** any part thereof, either by the Trustee under the authority given in this instrument or in the course of judicial proceedings, the purchaser or purchasers at such sale in making payment of the purchase money and in settlement thereof, after making a cash payment sufficient to cover the costs and expenses of the sale and all other charges which must be paid in cash, shall have the right to deliver and pay to the Trustee, and to turn in and use toward the payment of the purchase money, any of the bonds or coupons held by him or them, to or towards the payment of which the net proceeds of such sale shall be legally applicable, the value of the bonds and coupons for this purpose to be not more than the share or proportion which shall be payable out of such net proceeds to such purchaser or purchasers, as the holder or holders of such bonds or coupons.

It is further understood that in the event of any **Principal to become due in case of sale.** sale of the lands, estates and premises hereby mortgaged, or agreed or intended so to be, either by the Trustee under any power herein given, or in any judicial proceedings to enforce this mortgage, then and in any such case, the entire principal sum of each and all the said bonds then outstanding and intended to be hereby secured shall forthwith become due and payable whether or not notice has been given declaring the entire principal to be due and payable by reason of such default, anything in said bonds or herein contained to the contrary notwithstanding.

Trustee to exercise discretion in case of conflicting requests. In case of any conflicting request given by bondholders to the Trustee under the provisions of this Article, the Trustee may exercise its discretion in

the matters concerning which such conflicting requests are made.

Remedies are cumulative.

Every remedy provided in this mortgage is cumulative and shall be in addition to every other remedy given in this mortgage or now or hereafter existing by law, either independently of, or in connection with, the provisions of this mortgage.

Article Eleventh. The Railway Company covenants and agrees that it will not at any time plead, or in any manner whatever, claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force, nor will it claim, take or insist upon any benefit or advantage from any law now or hereafter in force providing for the valuation or appraisal of the mortgaged premises prior to any sale or sales thereof, nor will it, after any such sale or sales, claim or exercise any right under any statute to redeem property so sold, or any part thereof, and it hereby expressly waives all benefit and advantage of any such law or laws, and covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee, but that it will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

Bondholders not to bring suits until after refusal of Trustee.

Article Twelfth. No holder of any bond or coupon secured hereby shall have the right to institute any action, suit or proceeding at law, or in equity, or in respect of this mortgage, or for the execution of any trust or power hereof, or for the appointment of a receiver, or for any other remedy under and upon this mortgage, unless such bondholder shall previously give to the Trustee written notice of any existing default and of the continuance thereof for the period mentioned in this mortgage, nor unless the holders of twenty-five percentum in amount of the bonds secured by this mortgage and then outstanding shall have made written request upon the Trustee and shall have afforded to the Trustee reasonable opportunity to itself proceed to exercise the powers in this mortgage granted, or to institute such action, suit or proceeding in its own name, nor unless also such bondholder or bondholders shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred in and by reason of such action, suit or proceeding,

and the Trustee shall have refused or neglected to comply with such request within a reasonable time thereafter, and such notification, request and offer are hereby declared in every such case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this mortgage, and to any action or cause of action for foreclosure or for the appointment of a receiver, or for any other remedy under this mortgage, it being understood and intended that no one or more holders of bonds or coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this mortgage by his or their action, or to enforce any right under this mortgage except in the manner in this mortgage provided and that all proceedings under this mortgage shall be instituted, had and maintained for the equal benefit of all holders of outstanding bonds and coupons. Nothing, however, in this article, or in any other provision of this mortgage, shall prevent or be construed to prevent any holder of any of said bonds or coupons bringing an ordinary action to recover a personal money judgment thereon against the Railway Company in case of default in payment of the same.

Article Thirteenth. The Railway Company shall and will from time to time hereafter, upon demand of the Trustee, grant, convey, assign, transfer and set over unto the Trustee all real estate which it shall hereafter in any manner acquire for its corporate uses and purposes, and shall and will also make, do, execute, seal, acknowledge and deliver to the Trustee, or cause to be made, done, executed, sealed, acknowledged and delivered to the Trustee, all and every such further acts, matters, things, deeds, conveyances and assurances in the law for the better assuring, conveying, and confirming unto the Trustee all and singular the premises, estates, property, rights, easements and franchises, privileges and immunities hereby conveyed or intended so to be, or which may be hereafter acquired by the Railway Company, as the Trustee under the advice of counsel learned in the law may desire and request, for the better effectuating and carrying out of the provisions, objects and purposes of this mortgage, and securing payment of the principal and interest of the bonds intended to be hereby secured, all of which estate and property shall be held by the Trustee under and upon the several and respective

**Covenant for
further assurance.**

trusts, and for the uses and purposes and subject to the powers and authorities herein mentioned, declared, given and expressed. It shall be sufficient service of any notice, request, consent or other paper to be given to, or demand to be made on, the Railway Company, provided for in this mortgage, if the same shall be duly mailed to the Railway Company in the City of —, Ohio.

Article Fourteenth. At any time when there is no default to the knowledge of the Trustee in the performance by the Railway Company of its agreements in said bonds and coupons and in this mortgage contained the Trustee shall have power, in its discretion, upon the request of the Railway Company expressed in a resolution of its board of directors, certified by its secretary under the corporate seal of the Railway Company, to convey by way of release or otherwise, to parties designated by the Railway Company in such resolution, any of the lands, machinery or other property covered hereby, which, in the judgment of the board of directors of the Railway Company, likewise expressed in such resolution, it has become inexpedient to hold or use for the purpose of the street railways and railway plant of the Railway Company, provided however, that in each case, other property of value, in the judgment of the Trustee equal to the value of the property released, shall be substituted for the released property and subjected to the lien of this mortgage, so that such release herefrom shall not injure the security hereby provided, and until default hereunder, or under said bonds and coupons, the Railway Company may, free from the lien hereof, sell, exchange, or otherwise dispose of, such materials, rolling stock, machinery or other movable property as may have become worn out, disused or undesirable for use by the Railway Company, provided however, that before so doing, it shall renew the same, or substitute therefor other property which in the judgment of the Trustee is of equal or greater value, so that the security of this mortgage shall not thereby be diminished. The Trustee's assent to such sale or exchange or other disposition shall be expressed in writing, and all renewals or new materials and property shall be covered by, and subjected to, this mortgage, as if the same had been originally included therein. The value of all property substituted for property of the Railway Com-

**Release of
property by
Trustee.**

pany sold or released under the provisions of this Article, as well as the value of all property so sold or released, shall be appraised by the board of directors of the Railway Company, and a resolution of said board of directors embodying such appraisal, certified under the corporate seal of the Railway Company by its secretary, shall be sufficient evidence to the Trustee upon which to base its judgment of the value thereof, but the Trustee may, in its discretion, and at the cost of the Railway Company, require such other evidence of the value thereof as it shall deem proper. It is expressly agreed, however, that instead of the Railway Company substituting, as above provided, new property as a condition of any such release by the Trustee, the proceeds of any of the above mentioned kinds of property released may be paid to the Trustee as a part of the security of this mortgage, and such proceeds shall, upon the request of the Railway Company, expressed in a resolution of its board of directors, certified by its secretary under the corporate seal of the Railway Company, be paid out by the Trustee only for replacing such released property, or for extensions and permanent improvements or betterments to said property, provided that this mortgage shall have attached to the same as if the same had been originally included herein. The Railway Company shall make, or cause to be made, to the Trustee any such further and other conveyance of such substituted property, or extensions, or permanent improvements, as may be requested by the Trustee for the better assuring of the title of the Trustee to the same as a part of the mortgaged premises. If, however, the Railway Company shall not, within one year after the receipt by the Trustee of such proceeds of released property, request the payment of the same to the Railway Company for the purposes mentioned in this article, then the said proceeds shall be invested by the Trustee from time to time in the bonds of the Railway Company secured by this mortgage, at the best terms obtainable, if the same can be secured at a price yielding not less than four (4) per centum per annum interest, payable semi-annually, on said investment. In case bonds secured by this mortgage cannot be purchased on as favorable a basis as that above prescribed and limited, then the Trustee shall invest such funds with the sinking fund provided for in Article eight hereof; provided, however, that no such bonds shall be purchased by

the Trustee for such purpose without the approval of the Railway Company. Bonds secured by this mortgage purchased by the Trustee as aforesaid shall be cancelled immediately upon their purchase. It is expressly agreed, however, anything hereinbefore in this article contained to the contrary notwithstanding, that in case any such property, which under the provisions of this article may be released from this mortgage, is subject to any prior mortgage mentioned in this mortgage, and in case such prior mortgage requires as a condition of release therefrom that the proceeds of any released property shall be paid to the Trustee under such mortgage, upon the trusts thereof, then a release of such property may be made by the Trustee of this mortgage, in its discretion, upon such payment of proceeds being made to the Trustee of such prior mortgage, instead of upon payment of proceeds to the Trustee of this mortgage.

Article Fifteenth. Upon and immediately after the due payment of all moneys hereby secured and the due performance and observance of every condition, obligation and requirement hereof, the Trustee shall reconvey all and singular the premises, property and effects to the Railway Company, its successors and assigns, as it or they shall direct.

Article Sixteenth. It is mutually agreed between the parties hereto that whenever the word "Trustee" is used hereby secured, such word shall be held to include and mean the trustee for the time being under the terms of this instrument.

As a condition precedent to the acceptance of the said trust by the Trustee, party of the second part hereto, it is further stipulated and agreed by and between the parties hereto, and all present or future holders of bonds secured by these presents, that the Trustee shall not be answerable for any act, default, neglect or misconduct of any of its agents, representatives or employes, by it appointed or employed in connection with the execution of any of the said trusts, nor in any other manner answerable or accountable under any circumstances whatsoever except for gross negligence or bad faith; that the recitals contained herein or in the bonds, as to the priority of lien, due authorization or any other matter what-

Satisfaction of mortgage.

Meaning of word "Trustee."

Conditions of acceptance of trust by Trustee.

soever, are made by and on the part of the Railway Company, and the Trustee assumes no responsibility for the correctness of the same; also, that it shall be no part of the duty of the Trustee hereunder to file or record this indenture, or any indenture, mortgage, deed of trust, assignment, or other instrument whatsoever that may be delivered to it under the terms of this instrument, as a mortgage, deed of trust or conveyance of real estate, or as a chattel mortgage or conveyance of personal property, or to renew such deed of trust or mortgage, real or personal, or to procure any further, other or additional instrument of further assurance, or to do any other act which may be suitable and proper to be done for the continuance of the lien hereof, or for giving notice of the existence of such lien, or for extending or supplementing the same, nor shall it be any part of its duty to effect insurance against fire or other damage on any portion of the premises or property hereby mortgaged, or to renew any policies of insurance, or to keep itself informed as to the payment of any taxes or assessments or to require such payment to be made, but the Trustee may, in its discretion, do any or all of such things. The Trustee shall not be under obligation to take any action as Trustee under this deed of trust, or mortgage, unless properly indemnified to its satisfaction. In case at any time it shall be necessary and proper for the Trustee to make any investigation respecting any facts preparatory to taking or not taking any action, or doing or not doing any act or thing, as such trustee, the certificate of the property of the Railway Company, under its corporate seal, attested by the signature of its president or vice-president, and the affidavit of one or more directors, shall be conclusive evidence of such facts to protect the Trustee in any action that it may take by reason of the supposed existence of such facts.

Compensation of Trustee. It is further covenanted and agreed that the Trustee under this deed of trust is and shall be entitled to reasonable compensation for all services rendered hereunder, or in connection with the trust, which compensation, together with any and all necessary and reasonable expenses, charges, counsel fees and other disbursements incurred by the Trustee in the discharge of its duties as such, shall be paid by the Railway Company, or out of the trust estate, upon which the

same are hereby made a first lien. The Trustee shall be protected in acting upon any resolution, notice, request, consent, certificate, affidavit, voucher, bond or other paper or document believed by it to be genuine and to have been passed, or signed, by the proper party.

**Resignation
of Trustee.**

Every trustee hereunder may at any time resign from the trust by notice in writing properly mailed and addressed to the Railway Company and to all such bondholders as may be known to such Trustee to be bondholders, at least sixty (60) days before such resignation shall take effect.

Article Seventeenth. If the holders of a majority in amount of the then outstanding bonds intended to be hereby secured shall become dissatisfied with the Trustee they may remove said Trustee by an instrument in writing under their hands, acknowledged in the same manner as a deed and before some officer authorized by law to take acknowledgments of deeds.

**Removal of
Trustee.**

In case of the resignation, or inability to act, of the Trustee or of its removal by the bondholders, or in case of the Trustee ceasing in any other manner to be trustee, a new trustee shall be appointed, and any vacancy in the office of the trustee caused

**Appointment of
new Trustee.**

by resignation, inability to act, removal or otherwise, may be filled by the holders of a majority in amount of the then outstanding bonds at a meeting of the holders of such bonds called by the holders of not less than twenty-five per cent. in amount of the then outstanding bonds, or by order of the board of directors of the Railway Company. Public notice of the time and place of said meeting shall be given for thirty (30) days prior thereto by publication of the time, place and purpose of such meeting, twice in each week for four (4) consecutive weeks in some daily newspaper of general circulation, published in each of the Cities of New York and —, Ohio, and at such meeting the holders of a majority in amount of said bonds then outstanding, and voting in person or by proxy, may, by an instrument in writing, showing the amount of bonds represented at such meeting, and the amount thereof, voting for removal and for the new trustee, under their hands and acknowledged in the same manner as aforesaid, and before some officer authorized by the law of the State where such meeting is held, to take acknowledgments of deeds, appoint

a new trustee to fill such vacancy or remove the then trustee and appoint a new trustee, as the case may be, and such instrument, so signed and acknowledged, and with affidavits attached thereto showing the publications of such notices, shall be delivered to the new trustee so appointed, and upon the filing of the same for record in the office of the county recorders of the Counties of —, — and —, together with the written acceptance of the trusts, by the new trustee so appointed, the new trustee so appointed shall, while he or it continues as such, be as fully vested with all the estate, property, rights and powers hereby granted to said Trustee, as if this deed of trust or mortgage had in the first instance been executed and delivered to such new trustee, as trustee hereunder; provided, however, that any other and further conveyances which may be necessary or proper for the better vesting of the mortgage title in any new trustee, shall be made by both the Railway Company and the Trustee, or either of them. Should said meeting have been called to fill a vacancy occasioned by the resignation or inability to act of the then trustee, or by the removal of the then trustee by any court of competent jurisdiction, or otherwise, and at such meeting the holders of a majority in amount of such bonds shall not fill such vacancy as aforesaid, then the Railway Company may, at any regular or special meeting of this board of directors, fill such vacancy and appoint a new trustee by an instrument in writing executed by its president, and under its corporate seal, and upon the delivery thereof to such new trustee and the filing thereof for record as aforesaid, with the affidavits of the publication of the notice of such meeting of bondholders, and the acceptance of the trust by the new trustee, the new trustee so appointed shall in like manner be as fully vested with all the estate, property, rights, powers and duties hereby granted to the Trustee as if this mortgage had been in the first instance executed and delivered to such new trustee, as trustee hereunder; provided, however, that any other and further conveyances which may be necessary or proper for the better vesting of the mortgage title in any new trustee shall be made by both the Railway Company and the Trustee, or by either of them.

Article Eighteenth. And the Railway Company for itself and its successors does covenant and agree to and with the said party

**Covenant of
seizin and
right to
convey.**

of the second part, and its successors, that at the time of the execution and delivery of this indenture, it is well seized of the property and premises above conveyed, and has full power and lawful authority to grant, bargain, sell, convey and assign the same in manner and form aforesaid.

Article Nineteenth. The Railway Company hereby covenants and agrees that it will, from time to time, insure and keep insured in some solvent fire insurance company or companies, authorized to transact business in the State of Ohio, or cause to be insured and kept insured, against loss or damage by fire to an amount equal to their fair insurable value, all the buildings, cars, equipment, fixtures, machinery, tools, appliances and appurtenances and other insurable property, now or at any time hereafter covered by this mortgage, with the loss, if any, made payable to the Trustee as its interest may appear, and that the Railway Company will promptly pay the premiums for such insurance. The Trustee shall have the right at any time, and from time to time, to object to any such insurance policies, and to require new policies in another company or companies satisfactory to it, and the Railway Company covenants and agrees that it will in such event obtain such new policies.

**Railway Com-
pany to insure.**

In case any moneys shall be paid to the Trustee on account of any loss or damage covered by such insurance, the Railway Company shall be entitled to use and apply the same for the purpose of reconstructing or restoring any of the insured property destroyed or damaged, or for any extensions and permanent improvements, and the same shall thereupon be and become subject to the lien of this mortgage as if the same had been originally included therein, or to reimburse the Railway Company for expenditures made by it for any of said purposes, and the Trustee shall pay over such insurance moneys upon the request of the Railway Company, expressed in a resolution of its board of directors, certified by the secretary of the Railway Company under its corporate seal; provided, however, that the Trustee before making such payment shall require, in addition to such resolution, the production of vouchers evidencing such expenditures, and such resolution and vouchers shall be full protection to the Trustee in paying said moneys to the Railway Company.

Provided further, however, that the Trustee, before paying such moneys to the Railway Company, may, in its discretion, by its representative or representatives, and at the cost of the Railway Company, examine and inspect such reconstructions, repairs and restorations of such insured property destroyed or damaged, and such extensions and permanent improvements thus made, and the books of account of the Railway Company, and such representative or representatives may report to the Trustee the specific purposes for which such expenditures have been made, and the actual amount thereof, and sufficient facts to show, as provided in this article, that such re-constructions, repairs and restorations, and such extensions and permanent improvements have been made as entitle the Railway Company to the payment of said insurance moneys. Such insurance moneys, until so paid by the Trustee, shall be held by the Trustee as further security under this mortgage. If such insurance moneys are not, within one year after receipt by the Trustee, requested by the Railway Company to be paid over, then the Trustee shall use such moneys as is provided in article fourteenth of this mortgage with respect to the proceeds of released property which the Railway Company does not request paid over within one year after receipt by the Trustee. The Railway Company further agrees that it will deposit with the Trustee annually on the first day of January, and at such other times as the Trustee may demand, a detailed statement of the insurance policies then in force and made payable to the Trustee as aforesaid, with the names of the companies which have issued said policies and the amounts thereof.

If default be made in insuring, or keeping insured, the said mortgaged property as aforesaid, then the Trustee may in its discretion, cause the said property to be insured and kept insured, without any impairment of, or any prejudice to, its rights, or the rights of the holders of the bonds secured hereby, by reason of such default, and the Railway Company shall on demand repay to the Trustee all sums expended by it for insurance, with interest at the rate of six (6) per cent. per annum from the date of such expenditures respectively, and the Trustee shall have a first lien therefor upon any funds held by it under this mortgage, and upon the mortgaged property and the proceeds thereof, but the Trustee shall not be under any obligation to insure said property, or to cause it to be insured, unless fully indemnified

against the expenses thereof, or furnished with moneys for that purpose.

Article Twentieth. For the debt, bonds and coupons hereby secured, the Railway Company is liable in personam and any deficiency after exhausting the mortgage security may be enforced against the Railway Company but not against its incorporators, directors, officers or stockholders individually, and it is expressly agreed between the parties hereto and by every person who shall take or hold any bond or bonds issued hereunder, that all persons who are now or may hereafter become directors, officers or stockholders of the Railway Company shall in no wise be held liable for the payment of either the principal or interest of the bonds secured hereby, or any part thereof, and that any such liability on the part of such directors, officers and stockholders, however arising, is, by the acceptance of said bonds by the holders thereof, expressly waived. This covenant, agreement, and release shall apply to the directors, officers and stockholders of the Railway Company and of its successors and assigns.

Directors, officers and stockholders of Railway Company not personally liable on bonds.

Article Twenty-first. The Railway Company agrees that it will at all times hereafter, upon the written request of the Trustee, furnish and deliver to the Trustee, as often and in such form as may be reasonably required by it, a statement in writing, attested by the signatures of its president and treasurer, showing accurately the financial condition of the Railway Company and specifying particularly the earnings and operating expenses of the property covered by this mortgage, by the calendar month, for a period of at least one year immediately prior to the time of the making of any such request.

Railway Company to furnish financial statements.

The Railway Company further agrees that at all times and from time to time until said bonds and interest shall be fully paid, it will permit the Trustee, or its agent or agents, fully to inspect all the books, papers and documents of the Railway Company, including among other things its books of account and record books, and to copy such part or parts thereof as the Trustee, or its agent or agents, may deem expedient.

Railway Company to permit inspection of books.

The Trustee is not bound to make any request or to inspect

any books, papers or documents, or to do any other act or thing under this article, and any omission by the Trustee to make any request or to inspect any books, papers or documents, or to do any other act or thing under this article shall not be deemed a failure of the Trustee to perform its duty.

Article Twenty-second. The Railway Company agrees that it will at all times maintain and preserve and keep the mortgaged property and premises and every part thereof now owned by the Railway Company, or hereafter acquired by it, in thorough repair, working order and condition, and supplied with motive power, rolling stock and equipment, and that it will from time to time make all needful and proper repairs, renewals, replacements, additions, betterments and improvements, so that the efficiency and sufficiency of the mortgaged property and of every part thereof shall at no time be or become impaired, and so that the traffic and business thereof shall at all times be conducted in a good and business-like manner.

Article Twenty-third. In order to prevent any accumulation of coupons after their maturity, the Railway Company covenants and agrees that it will not, directly or indirectly, extend or assent to the extension of the time for payment of any of the coupons secured hereby, and that it will not directly or indirectly be a party to, or approve, any arrangement for purchasing or funding said coupons in any other manner. In case the time for payment of any such coupon shall be extended, whether or not such extension be with or by the consent of the Railway Company, such coupon shall not be entitled, in case of default hereunder, to the benefit or security of this mortgage, except subject to the prior payment in full of the principal of all bonds issued hereunder then outstanding, and of all matured coupons on such bonds, the payment of which has not been so extended.

Article Twenty-fourth. In case any bond issued under this mortgage, or the coupons attached thereto, shall become mutilated or be destroyed, the Railway Company in its discretion may issue, and the then Trustee shall certify and deliver, a new bond to be of like tenor and date, bearing the same serial number as the bond mutilated or destroyed, in exchange for, and in place and upon

Covenant to repair.

Covenant not to extend maturity of coupons.

Substitution of new bonds for mutilated or destroyed bonds.

cancellation of the mutilated bonds and coupons attached thereto, or in lieu of and in substitution for the same if destroyed. In case of destruction, the applicant for a substitute bond shall furnish to the Railway Company, and the Trustee, evidence of the destruction of such bond and coupons so destroyed, which evidence shall be satisfactory to the Railway Company and the Trustee in their discretion, and such applicant shall also furnish indemnity satisfactory to both the Railway Company and the Trustee, in their discretion. Any such new bond may bear the signature of the president and secretary of the Railway Company, its successors or assigns, at the time their signatures are affixed to the same, and the coupon may bear the lithographic or engraved signature of any treasurer of the Railway Company, its successor or assigns, who is treasurer at the time such coupons are lithographed or engraved.

Article Twenty-fifth. The Railway Company **Covenant to maintain priority of this mortgage.** covenants and agrees that this mortgage is and shall be, until all of the bonds and coupons hereby secured shall have been fully paid, a first lien upon all of the property, franchises and premises hereinbefore described, now owned by the Railway Company and hereafter acquired by it, and upon all renewals and replacements of such property and all additions, betterments and improvements thereto, subject only as to parts thereof, respectively, to the mortgages mentioned in this mortgage, as to the property covered by such mortgages respectively, and that it will not create, or suffer to be created, or allow to accrue or exist, any lien or charge, except the mortgages aforesaid, having any preference over the lien of this mortgage, upon the mortgaged property, premises and franchises, or any part thereof, or upon the income thereof, provided however, that nothing in this article shall prevent the Railway Company, or assigns, from acquiring, pursuant to law, any railway or other property subject to an existing mortgage, or other incumbrance thereon, made or placed thereon by the corporation or person from whom such railway or property may be acquired, or by a predecessor corporation or person, and holding the same subject to such mortgage or other incumbrance, but in such event no bonds secured by this mortgage shall be issued in respect to such railway or other property.

Article Twenty-sixth. All the covenants, stipulations, promises

Covenant for benefit of bondholders, etc.

and agreements in this indenture contained, by and on behalf of the Railway Company, shall be for the sole and exclusive benefit of the parties hereto and of the holders of the bonds and of the coupons hereby secured and of any and all persons who shall become such holders and shall bind and apply to the successors and assigns of the Railway Company whether so expressed or not. Every such successor shall possess and may exercise each and every right and power of the Railway Company hereunder, but every such successor, and every corporation with which the Railway Company may be consolidated or merged, or to which the property, premises and franchises of the Railway Company may be conveyed, transferred or leased, shall as a condition of such consolidation, merger, conveyance, transfer or lease, be bound to observe and perform each and every covenant, stipulation, promise and agreement hereof as fully and completely as if it had itself executed this indenture as the party of the first part hereto, and had thereby expressly agreed to observe and perform the same. It is further agreed by and between the parties hereto, that in case of such consolidation, merger, conveyance, transfer or lease, then all property that may thereafter be acquired by any corporation with which the Railway Company may be consolidated, or merged, to which the property, premises and franchises of the Railway Company may be conveyed, transferred or leased, or the successor of any such corporation, which shall in any way be intended for use in connection with any of the property, premises or franchises hereby conveyed, shall immediately be and become subject to the lien of this mortgage; and that should any deed, conveyance or instrument in writing from such successor corporation be required by the Trustee to more fully and certainly vest and confirm to it the said property, then any and all such deeds, conveyances and instruments in writing shall on request of the Trustee be made, executed, acknowledged and delivered to it by every such successor corporation. The provisions of this article shall not make it a condition, or be construed to make it a condition, of any such consolidation, merger, conveyance, transfer or lease that this mortgage shall cover as a first mortgage, or otherwise, the property of any company with which the Railway Company may be consolidated or merged, or to which the property of the

Railway Company may be conveyed, transferred or leased, nor to prevent any company with which the Railway Company may be consolidated or merged, or to which such conveyance, transfer or lease may be made, or any consolidated company, from making any mortgage on property other than the property of the Railway Company.

Article Twenty-seventh. In the event of the bonds to be secured hereby not being prepared and ready for execution on the execution of this indenture it is agreed that interim receipts for money paid for the said bonds may be issued by the Trustee in place of said bonds, which shall describe them by proper reference and be secured hereby, and be taken up upon the issue of the bonds, with like effect as if executed and delivered simultaneously hereunder.

Article Twenty-eighth. It is agreed that, for convenience of recording, this indenture may be executed in several counterparts, each of which shall be deemed to be the original hereof.

In witness whereof, said The A. B. Electric Railway Company, party of the first part, has caused these presents to be subscribed in its corporate name by its president, and its corporate seal to be affixed hereto and attested by its secretary, and The C. D. Trust Company, Trustee, party of the second part, in evidence of its acceptance of the trust hereby created, has caused these presents to be subscribed in its corporate name by its president and its corporate seal to be hereto affixed and attested by its secretary, all the day and year first above written.

This instrument is for convenience dated —, A. D. 19—, but is actually executed this — day of —, A. D. 19—.

The A. B. Electric Railway Company,	
Signed, acknowledged, sealed and delivered in presence of — —	By —, President. Attest —, Secretary. (Corporate seal)
The C. D. Trust Company,	
For The A. B. Electric Railway Company. — —	By —, President. Attest —, Secretary. (Corporate seal)

For The C. D. Trust Company.

(Certificates of acknowledgment, form No. 3.)

MORTGAGES IN OTHER STATES.

NOTE.

Where no forms are given, Ohio forms may be used. In preparing mortgages of property situated in other States consult the chapter on "Acknowledgments" for the requirements as to seal, witnesses, etc.

ALABAMA.

No. 696.

GENERAL FORM.

Know all men by these presents, that I, A. B., for and in consideration of the sum of — dollars, lawful money of the United States, to me in hand paid by C. D., at and before the sealing and delivery of these presents the receipt of which is hereby acknowledged, have granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, convey and confirm unto the said C. D., his heirs and assigns forever, all that (description of property) together with all and singular the tenements, hereditaments, rights, members, privileges, and appurtenances unto the above mentioned and described premises belonging or in any wise appertaining.

To have and to hold the above granted and described premises, with the appurtenances, unto the said C. D., and to his heirs and assigns, and to his and their sole and proper use, benefit, and behoof, forever; provided, always, and these presents are upon the express condition, that if the said A. B. shall well and truly pay to the said C. D. the sum of — dollars on demand, with interest, until paid, at the rate of — per cent. per annum, payable semi-annually, according to the terms of his promissory note of even date with these presents, made to the order of said C. D., then these presents shall cease, determine, and be void; otherwise to remain in full force. And the said A. B. doth hereby vest the said C. D., or his assigns, with full power and authority, upon the happening of a default in the payment of the note above described, to sell all his interest in said premises at public sale, for cash or on credit, giving — days notice in a newspaper published in —, and the proceeds to apply, first to the payment of the amount due on the said note at the time of sale, and after, of the amount to become due, deducting legal

interest and the costs of sale, and if there shall be a surplus, then the balance to be paid over to him. And I, the said A. B., do authorize the said C. D. to conduct the sale and to make deed to the purchaser, and the title so made I hereby agree to defend against all persons.

Given under my hand this — day of —, A. D. 19—.
Signed in presence of _____ (Signature.)

(Certificate of acknowledgment, form No. 8.)

ARIZONA.

No. 697.

STATUTORY FORM.

(Civil Code, 1901, § 734.)

For the consideration of — dollars, I hereby convey to —, the following tract of real estate (describing it).

To be void upon condition that I pay, etc.

Dated this — day of —, 19—. _____.

Certificate of acknowledgment, form No. 13.

NOTE.

Other forms may be used.

Civil Code of Arizona, § 724.

ARKANSAS.

No. 698.

GENERAL FORM.

Know all men by these presents, that —, for and in consideration of the sum of — dollars to — in hand paid, and the premises hereinafter set forth, do hereby grant, bargain and sell unto —, and unto — heirs and assigns forever, the following property, namely;

(description of property).

And — hereby covenant with the said —, that — will forever warrant and defend the title to said property against all lawful claims. And —, wife of the said —, do hereby release unto the said — all my right of dower in and to the said lands.

This sale is on condition that whereas, — am justly indebted unto said — in the sum of — dollars, evidenced by one promissory note (description of note); now, if — shall pay said moneys at the times and in the manner aforesaid, then the above conveyance shall be null and void, and in case of non-payment, then the said grantee or his assignee shall have power to sell said property at public sale, to the highest bidder, for cash at —, in the — of —, county of — and State of Arkansas, public notice of the time and place of said sale having been first given — days, by advertising in some newspaper published in said county; at which sale the said grantee or his assignee may bid and purchase as any third person might do. — hereby authorize the said grantee or his assignee to convey said property to any one purchasing at said sale, and to convey an absolute title thereto, and the recitals of — deed of conveyance shall be taken as prima facie true; and the proceeds of said sale shall be applied, first, to payment of all costs and expenses attending said sale; second, to the payment of said debt and interest; and the remainder, if any, shall be paid to said grantor.

In witness whereof we have hereunto set our hands this — day of —, A. D. 19—.

Signed in presence of _____ (Signatures.)

Certificate of acknowledgment, form No. 16, *et seq.*

CALIFORNIA.

No. 699.

MORTGAGE, GENERAL FORM.

This Indenture, made the — day of —, in the year of our Lord one thousand nine hundred and —, between — of the county of —, State of —, the party of the first part, and — of said county, the party of the second part, witnesseth:

That the said party of the first part is justly indebted to said party of the second part in the sum of — dollars, gold coin of the United States of America, upon a certain promissory note

made at the date hereof, by the said party of the first part, to and in favor of the party of the second part, in the words and figures following, to wit:

—, 19—.

— after date, without grace, I promise to pay to —, or order, the sum of — dollars, payable only in gold coin of the government of the United States, for value received, with interest thereon in like gold coin, at the rate of — per cent. per annum from date until paid. —.

Now this indenture witnesseth: that for the purpose of securing the payment of the said promissory note and the interest thereon, as it shall become due and payable, the said party of the first part, for and in consideration of the premises, as also in consideration of the sum of — dollars, lawful money to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and does hereby grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns all

(description of property).

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining.

To have and to hold the said premises, with all the tenements, hereditaments and appurtenances thereunto belonging unto the said party of the second part, his heirs and assigns forever.

Provided, nevertheless, that if the said party of the first part shall well and truly pay, or cause to be paid, the said promissory note, with the interest as it shall become due and payable thereon, according to the tenor and effect thereof, then in such case this indenture, and the estate hereby granted, shall be null and void, else to remain in full force and virtue.

But it is distinctly understood and agreed, that if the interest on said promissory note, or the principal thereof, shall not be punctually paid when the same becomes due and payable, as in said promissory note mentioned, then and in such case the principal sum of said promissory note and the interest shall be deemed and taken to be wholly due and payable and proceedings may forthwith be had by the said party of the second part,

his heirs, executors, administrators, or assigns, for the recovery of the same, either by suit on said note or on this mortgage, anything in said note or in this indenture contained to the contrary thereof notwithstanding. And if any suit, or other proceeding that may be had for the recovery of the said principal sum and interest, on either said note or this mortgage, it shall and may be lawful for the said party of the second part, his heirs, executors, administrators, or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit, not exceeding — dollars and — per cent. thereon, upon the amount due the plaintiff on said note and this mortgage, and if said suit is settled before judgment, the same fee and percentage shall be allowed, as well as all payments that the said party of the second part, his heirs, executors, administrators, or assigns, may make for his or their security, or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises.

In witness whereof — ha— hereunto set — hand the day and year first above written.

Certificate of acknowledgment, form No. 23 *et seq.*

No. 700.

STATUTORY FORM.

(Civil Code, 1906, § 2948.)

This mortgage, made the — day of —, in the year —, by A. B. of —, mortgagor, to C. D. of —, mortgagee, Witnesseth: that the mortgagor mortgages to the mortgagee (here describe the property), as security for the payment to him of — dollars, on (or before) the — day of —, in the year — with interest thereon (or, as security for the payment of an obligation, describing it, etc.).

A. B.

Certificate of acknowledgment, form No. 23.

COLORADO.

No. 701.

TRUST DEED TO PUBLIC TRUSTEE.

This indenture, made this — day of — in the year of our Lord, one thousand nine hundred and — between A. B. whose address is —, county of —, and State of Colorado, party of the first part, and the Public Trustee in said — county, party of the second part, witnesseth: that, whereas, the said A. B. has executed one promissory note bearing even date herewith, payable to the order of C. D. of —, — after the date thereof, for the sum of — dollars, with interest thereon from the date thereof until paid, at — per cent. per annum, interest payable semi-annually at —.

And, whereas, the said A. B. is desirous of securing not only the prompt payment of said promissory note, but also of effectually securing and indemnifying the said C. D. for or on account of any assignment, endorsement or guarantee of said promissory note.

Now, therefore, the said party of the first part, in consideration of the premises, and for the purpose aforesaid, and in the further consideration of one dollar to him in hand paid by the party of the second part, the receipt whereof is hereby confessed, has granted, bargained, sold and conveyed, and hereby does grant, bargain, sell and convey unto the said party of the second part, in trust, forever, all the premises situate in the county of — and State of Colorado, known and described as follows, to wit:
(description of property).

To have and to hold the same, together with all and singular the privileges and appurtenances thereunto belonging; in trust, nevertheless, that in case of default in the payment of said note, or any of them, or any part thereof, or in the payment of the interest thereon, according to the tenor and effect of said note, or any of them, or in case default shall be made in, or in case of the violation or breach of, any of the terms, conditions, covenants or agreements herein contained, then, upon notice and demand in writing filed with the said party of the second part by the beneficiary hereunder or the legal holder of the indebtedness secured hereby, that such beneficiary or legal holder has declared a violation of any of the covenants herein contained, and

has elected to advertise said premises for sale, and demands such sale, it shall and may be lawful for said party of the second part to sell and dispose of the said premises (en masse or in separate parcels as said Public Trustee may think best), and all the right, title and interest of said party of the first part, his heirs or assigns therein, at public auction at the front door of the County Court House in the County of — and State of Colorado, or on said premises, or any part thereof, as may be specified in the notice of such sale, for the highest and best price the same will bring in cash, four weeks' public notice having been previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at that time published in said — County, a copy of which printed notice, as soon as printed, shall be mailed to said party of the first part (and all subsequent encumbrancers), at the address given in the trust deed, and to make and give to the purchaser or purchasers of such lands, tenements and premises, at such sale, a certificate or certificates in writing, describing such lands, tenements and premises purchased, and the sum or sums paid therefor, and the time when the purchaser or purchasers (or other person entitled thereto) shall be entitled to a deed or deeds therefor, unless the same shall be redeemed as is provided by law; and said Public Trustee shall, upon demand by the person or persons holding the said certificate or certificates of purchase, when said demand is made, or upon demand, by the person entitled to a deed to and for the premises sold, at the time such demand is made, the time for redemption having expired, make and execute to such person or persons a deed or deeds of the lands, tenements and premises sold, which said deed or deeds shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said Public Trustee, as grantor, and shall convey and quit claim to such person or persons entitled to such deed, as grantee, the said lands, tenements and premises sold as aforesaid, and all the right, title, interest, benefit and equity of redemption of the party of the first part, his heirs and assigns therein, and shall recite the sum or sums for which the said lands were sold, and shall refer to the power of sale herein contained, and to the sale or sales made by virtue thereof, and in case of an assignment of such certificate or certificates of purchase, or in case of the redemp-

tion of such lands, tenements and premises sold hereunder, by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed or deeds, but the notice of sale need not be set out in such deed or deeds, and the said Public Trustee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale and advertising said premises, pay to the beneficiary hereunder, or the legal holder of said note, the principal and interest due on said note, according to the tenor and effect thereof, and all moneys advanced by such beneficiary or legal holder of said note for insurance, taxes and assessments, with interest thereon at — per cent. per annum, rendering the overplus (if any) unto the said party of the first part, his legal representatives or assigns; which sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against the said party of the first part, his heirs and assigns, and all other persons claiming the premises aforesaid, or any part thereof. by, from, through or under said party of the first part, or any of them. The holder or holders of said note or notes may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser or purchasers at any such sale to see to the application of the purchase money.

And the said party of the first part, for himself and for his heirs, executors and administrators, covenants and agrees to and with the said party of the second part, that at the time of the ensealing of and delivery of these presents he is well seized of the said premises in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims he may have in or to said premises as a Homestead Exemption, under and by virtue of any act of the General Assembly of the State of Colorado, now existing, or which may hereafter be passed in relation thereto; and that the same are free and clear of all liens and encumbrances whatever (except as hereinafter specified).

And the said party of the first part will in due season pay all taxes and assessments on said premises; and, at the request of the legal holder of said note, will keep all buildings that may at any time be on said premises, during the continuance of said

indebtedness, insured in such company or companies as the holder of said note may, from time to time, direct, for such sum or sums as such company or companies will insure for, not to exceed the amount of said indebtedness, except at the option of said party of the first part, and will assign and deliver the policy or policies of insurance to the beneficiary hereunder, as further security for the indebtedness aforesaid. And in case of the refusal or neglect of said party of the first part, or either of them, thus to insure, or assign or deliver the policies of insurance, or to pay such taxes or assessments, then the holder of said note, or of any of them, may procure such insurance, or pay such taxes or assessments, and all moneys thus paid, with interest thereon at — per cent. per annum, shall become so much additional indebtedness, secured by this deed of trust, and shall be paid out of the proceeds of the sale of the lands and premises aforesaid, if not otherwise paid by said party of the first part.

And it is stipulated, covenanted and agreed that in case of default in any of said payments of principal or interest, according to the tenor and effect of said promissory note aforesaid or any of them, or any part thereof, or of a breach or violation of any of the covenants or agreements herein, by the party of the first part, his executors, administrators or assigns, then and in that case the whole of said principal sum hereby secured, and the interest thereon to the time of sale, may at once, at the option of the legal holder thereof, become due and payable, and the said premises be sold in the manner and with the same effect as if the said indebtedness had matured.

This deed of trust is executed and delivered under an Act of the General Assembly of the State of Colorado, entitled, "An Act concerning deeds of trust and other instruments of like report, and repealing all acts and parts of acts in conflict therewith," approved March 5th, 1894; and all of the provisions of said Act are hereby made applicable to this deed of trust.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

A. B. [SEAL]

Witness:

—
—

DELAWARE.

No. 702.

MORTGAGE.

This indenture, made the — day of — in the year of our Lord one thousand nine hundred and — between A. B., party of the first part, and C. D., party of the second part:

Whereas, the said party of the first part in and by his certain obligation or writing obligatory under his hand and seal duly executed, bearing even date herewith, stands bound unto the said party of the second part in the sum of — dollars, lawful money of the United States, conditioned for the payment of the sum of — dollars as by reference to the said recited obligation and the condition thereof, will more fully appear.

Now this indenture witnesseth, that the said party of the first part, for and in consideration of the aforesaid debt or principal sum of — dollars, and for the better securing of the payment of the same, with interest as aforesaid, unto the said party of the second part, his executors, administrators and assigns, in discharge of the said recited obligation, as also of the further sum of fifty cents unto the said party of the first part now paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said party of the second part, his heirs and assigns.

All — (description of property).

Together with all and singular the improvements, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof.

To have and to hold the said improvements, hereditaments, and premises hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, to and for the only proper use and behoof of the said party of the second part, his heirs and assigns forever.

Provided always, nevertheless, that if the said party of the first part, his heirs, executors, administrators or assigns, shall

and do well and truly pay or cause to be paid, unto the said party of the second part, his executors, administrators, or assigns, the aforesaid debt or principal sum of — dollars on the day and time hereinbefore mentioned and appointed for the payment thereof, with interest according to the condition of the said recited obligation, without any fraud or further delay and without any deduction, defalcation, or abatement to be made of anything, for or in respect of any taxes, charges, or assessments whatsoever, that then, and from thenceforth, as well this present indenture, and the estate hereby granted, as the said recited obligation, shall cease, determine, and become absolutely void and of no effect, anything hereinbefore contained to the contrary thereof, in anywise notwithstanding.

In witness whereof, the said party of the first part has hereunto set his hand and seal dated the day and year first above written.

A. B. [SEAL]

Sealed and delivered in
presence of

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—

Certificate of acknowledgment, form No. 29 *et seq.*

FLORIDA.

No. 703.

MORTGAGE.

This mortgage deed, executed the — day of —, A. D. 19—, by A. B. of —, hereafter called the mortgagor, to C. D., of —, hereinafter called the mortgagee.

Witnesseth: that for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the said mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto the said mortgagee, his heirs and assigns, in fee simple, all the certain tract of land, of which the said mortgagor is now seized and possessed, and in actual possession, situate in — County, State of Florida, described as follows:

(description of property).

To have and to hold the same, together with the tenements, hereditaments, and appurtenances, unto the said mortgagee, and his heirs and assigns, in fee simple.

And said mortgagor, for himself and his heirs, legal representatives and assigns, does covenant with said mortgagee, his heirs, legal representatives and assigns, that said mortgagor is indefeasibly seized of said land in fee simple: that the said mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said mortgagee, his heirs, legal representatives and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that said mortgagor, his heirs and legal representatives will make such further assurances to perfect the fee simple title to said land in said mortgagee, his heirs, legal representatives and assigns, as may reasonably be required; and that said mortgagor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said mortgagor, his heirs, legal representatives or assigns, shall pay unto the said mortgagee, his legal representatives or assigns, the certain promissory note, of which the following in words and figures is a true copy, to wit:

(copy of note)

and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this deed, then this deed and the estate hereby created shall cease and be null and void.

And the said mortgagor, for himself and his heirs, legal representatives and assigns, hereby covenants and agrees:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this deed, or either, promptly on the days respectively the same severally come due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations, and incumbrances of every nature on said described property each and every, and if the same be not promptly paid the said mortgagee, his heirs, legal representatives or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and

every payment so made shall bear interest from the date thereof at the rate of — per cent. per annum.

3. To pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said mortgagee, his heirs, legal representatives or assigns, because of the failure on the part of the said mortgagor, his heirs, legal representatives or assigns, to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, and every such payment shall bear interest from date at the rate of — per cent. per annum.

4. To keep the buildings now or hereafter on said land insured in a sum not less than — dollars, in a company or companies to be approved by said mortgagee, and the policy or policies held by and payable to said mortgagee, his heirs, legal representatives or assigns, and in the event any sum of money becomes payable under such policy or policies, the mortgagee, his legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of — per cent. per annum.

5. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.

6. To perform, comply with, and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this deed set forth.

7. If any of said sums of money herein referred to be not promptly and fully paid within — days next after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory note shall become due and payable forthwith or thereafter at the option of the mortgagee, his heirs, legal represent-

atives or assigns, as fully and completely, as if the said aggregate sum of — dollars was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

In witness whereof, the said mortgagor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered A. B. [SEAL]

in presence of

Certificate of acknowledgment, form No. 33 *et seq.*

GEORGIA.

No. 704.

MORTGAGE WITH HOMESTEAD WAIVER.

State of —, — County.

This indenture, made this — day of —, 19—, between A. B. of the county of — and State of — of the first part, and C. D. of the county of — and State of —, of the second part:

Witnesseth: that for and in consideration of the sum of — dollars, by the said C. D. to the said A. B. in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, as well as for the better securing the payment of the debt hereinafter mentioned, the said A. B. does by these presents grant, bargain, sell and convey unto the said C. D., his heirs and assigns

(description of property)

with all the rights, members and appurtenances to the said property in anywise appertaining and belonging.

To have and to hold said property to the said C. D., his heirs and assigns, to his and their own proper use, benefit and behoof.

And the said A. B. does warrant and will forever defend the title to the said property unto the said C. D. against the claim of himself and his heirs, and against the claims of all other persons whatever.

But this conveyance is made for the following purpose, and none other: Said A. B. is indebted to said C. D. in the sum of

— dollars, which is evidenced by a promissory note for the sum of — dollars, dated — day of —, 19—, and payable on the — day of —, 19—, with interest at the rate of — per cent. per annum, and this conveyance is made to secure the payment of that debt.

And the said A. B. hereby waives and renounces for himself and family any and all homestead and exemption rights that he may have under the Constitution or Laws of the United States, or of the State of Georgia, in or to said property, as against the debt above mentioned. Now, if the said A. B. shall pay said debt, with its interest, when it shall become due, then this deed to be void; but if he should not thus pay the same, then this deed to be of force, and the right to foreclose the same, for said principal debt and interest, and the cost and expenses of collection, including ten per cent. attorneys' fees, shall exist.

In witness whereof, the said A. B. has hereunto set his hand and affixed his seal the day and year first above written.

Signed, sealed and delivered

A. B. [SEAL]

in presence of

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—

Certificate of acknowledgment, form No. 38.

IDAHO.

NOTE.

Use California forms, excepting statutory form, with seal, and certificate of acknowledgment, form No. 41, *et seq.*

ILLINOIS.

No. 705.

STATUTORY FORM.

(Rev. Stats. (Hurd, 1905), Page 465, § 11.)

The mortgagor (here insert name or names) mortgages and warrants to (here insert name or names of mortgagee or mortgagees) to secure the payment of (here recite the nature and amount of indebtedness, showing when due and the rate of interest, and whether secured by note or otherwise) the follow-

ing described real estate (here insert description thereof), situated in the County of —, in the State of Illinois.

Dated this — day of —, A. D. 19—.

A. B. [SEAL]

Certificate of acknowledgment, form No. 45 *et seq.*

No. 706.

STATUTORY FORM, TOGETHER WITH WAIVER OF HOMESTEAD AND RECEIVERSHIP CLAUSES.

This indenture witnesseth: that the mortgagor, A. B. of the — of — in the county of — and State of —, mortgages and warrants to C. D. of the — of — county of — and State of —, to secure the payment of one certain promissory note executed by A. B. bearing even date herewith, payable to the order of C. D. — days after date with interest at — per cent. per annum, the following described real estate, to wit:

(description of property)

situated in the county of — in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

But it is expressly provided and agreed, that if default be made in payment of the said promissory note, or of any part thereof, or the interest thereon, or any part thereof, at the time, and in the manner above specified for the payment thereof, or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case the whole of said principal sum and interest, secured by the said promissory note in this mortgage mentioned, shall thereupon, at the option of the said mortgagee, his heirs, executors, administrators, attorneys or assigns, become immediately due and payable: and this mortgage may be immediately foreclosed to pay the same by said mortgagee, his heirs, executors, administrators, attorneys or assigns; and it shall be lawful for the said mortgagee, his heirs,

executors, administrators, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

Upon the filing of any bill to foreclose this mortgage in any court having jurisdiction thereof, such court may appoint — or any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and costs herein mentioned and described. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and — dollars attorneys' or solicitors' fees, to be included in the decree, and all moneys advanced for taxes, assessments, and other liens; then there shall be paid the principal of said note whether due and payable by the terms thereof or not, and the interest thereon.

Dated, this — day of —, A. D. 19—.

A. B. [SEAL]

Certificate of acknowledgment, form No. 45 *et seq.*

INDIANA.

No. 707.

STATUTORY FORM.

(Burns Ann. Stats., 1901, § 3349.)

A. B. mortgages and warrants to C. D. (here describe the premises), to secure the repayment of (here recite the sum for which the mortgage is granted or the notes or other evidences of debt, or a description thereof, sought to be secured, also the date of the repayment).

Dated this — day of —, A. D. 19—.

A. B. [SEAL]

Certificate of acknowledgment, form No. 49.

IOWA.

No. 708.

STATUTORY FORM.

(Code, 1905, § 2958.)

For the consideration of — dollars, I hereby convey to A. B. the following tract of real estate (describing it).

And I warrant the title against all persons whomsoever (or, other words of warranty as the party may desire).

To be void upon condition that I pay, etc.

Certificate of acknowledgment, form No. 51 *et seq.*

KANSAS.

No. 709.

STATUTORY FORM.

(Gen. Stats. 1905, § 4482.)

A. B. mortgages and warrants to C. D. (here describe the premises), to secure the payment of (here insert the sum for which the mortgage is granted, or the notes or other evidences of debt, or description thereof, sought to be secured, also the date of payment).

Dated this — day of —, A. D. 19—.

A. B.

Certificate of acknowledgment, form No. 55 *et seq.*

KENTUCKY.

No. 710.

MORTGAGE.

Know all men by these presents: that A. B. of —, for and in consideration of — dollars to him paid by C. D. of —, the receipt of which is hereby acknowledged, does hereby bargain, sell and convey to the said C. D., his heirs and assigns forever, the following described real estate, to wit:

(description of property)

together with all the privileges and appurtenances to the same

belonging, including all homestead exemption and all other rights and interests.

To have and to hold the same to the said C. D., his heirs and assigns, forever, the grantor, his heirs, executors and administrators, hereby covenanting with the grantee, his heirs and assigns, that the title so conveyed is clear, free and unincumbered, and that he will warrant and defend the same against all legal claims whatsoever.

Provided, always, that if the said A. B. shall cause to be paid unto the said C. D. the certain promissory note of even date herewith for — dollars with interest at — per cent. per annum payable —, executed and delivered by said A. B. to said C. D. then these presents shall be void.

In witness whereof, the said grantor A. B., and M. B., his wife, who includes, releases and transfers to said grantee all homestead exemption, dower and other right to said property, hereunto set their hands this — day of — in the year 19—.

Teste:

A. B.

M. B.

Certificate of acknowledgment, form No. 58 *et seq.*

LOUISIANA.

No. 711.

MORTGAGE.

—, 19—

State of Louisiana,

(Parish of Orleans — City of New Orleans.)

MORTGAGE

by

A. B.

in favor of

C. D.

Be it known, that on this — day of the month of —, in the year of our Lord one thousand nine hundred and —, and of the Independence of The United States of America the one hundred and —.

Before me, —, a notary public, duly commissioned and qualified, in and for the (City and the Parish of Orleans), therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared A. B. of

—, which said appearer declared and acknowledged that he is justly and truly indebted unto C. D. in the full and true sum of — dollars borrowed money, which the said C. D. has this day loaned and advanced to said A. B. and for the reimbursement whereof A. B. has made and subscribed his certain promissory note for the sum of — dollars to the order of and endorsed by —, dated — and made payable at the — after date — with interest thereon at the rate of — per cent. per annum from — until paid, which said note after having been paraphed “Ne Varietur,” by me, Notary, to be herewith identified, — delivered unto C. D. here present hereby acknowledging the receipt thereof.

Now in order to secure the full and punctual payment of above described note in capital and interest together with all attorney’s fees and premiums of insurance, as hereinafter specified, the said A. B. declares that he does by these presents mortgage, effect and specially hypothecate in favor of the said C. D., and to enure to the use and benefit of any and all holder or holders of said note the said C. D. being here present and accepting the following described property, to wit:

(description of property).

The said property so to remain mortgaged and hypothecated until the full and final payment of the aforesaid promissory note in capital and interest, the said mortgagor hereby binding himself not to sell, alienate, mortgage or encumber the same to the prejudice of these presents.

And the said mortgagor moreover binds himself, in case it should become necessary to institute suit for the recovery of the amount of said note, or any part thereof, to pay the fees of the attorney at law who may be employed for that purpose, which fees are hereby fixed at — per cent. on the amount sued for.

The said mortgagor further binds himself to keep the buildings on above described property constantly insured against the loss by fire, and to transfer such insurance to the mortgagee or any other holder or holders of above described note up to the full amount of such note. Said mortgagor hereby authorizing said mortgagee or any holder or holders of above described note to cause said insurance to be effected on his default, at a premium not exceeding — per cent.

And the said mortgagor did further declare that he does by

these presents consent, agree and stipulate, that in the event of said promissory note not being punctually paid at its maturity, it shall be lawful for, and he does hereby authorize the said mortgagee or any other holder or holders thereof, to cause all and singular the said hereinbefore described and herein mortgaged property to be seized and sold by executory process without appraisement, to the highest bidder, payable in cash. And in the event of all taxes not being punctually paid by the mortgagor herein when they become due, the mortgagee or holder or holders of said note is authorized to pay same with full subrogation to all the mortgagee's rights thereunder.

Now to secure the faithful performance of the foregoing obligations and the reimbursement and payment of said note, and lawyers' fees and premiums of insurance, as above specified, the mortgagor does by these presents further specially mortgage and hypothecate the hereinbefore described property unto and in favor of said mortgagee or holder or holders of said promissory note, hereby confessing judgment for the full amount of said note in capital and interest, together with all costs, attorney's fees, taxes and premiums of insurance.

According to the certificates of the Register of Conveyances and Recorder of Mortgages in and for — Parish, annexed — it appears that said property has not been heretofore alienated by the present mortgagor and is clear of all encumbrances.

Thus done and passed, in my office (at the city of New Orleans), on the day, month and year herein first above written, in the presence of Messieurs. E. F. and G. H., competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

MARYLAND.

No. 712.

STATUTORY FORM.

(Public Gen. Laws, 1904, Page 520.)

This mortgage, made this — day of —, by me —, witnesseth, that in consideration of the sum of — dollars, now due from me, the said —, to —, I, the said —, do grant unto the said —, (here describe the property): pro-

vided, that if I, the said —, shall pay, on or before the — day of —, to the said — the sum of — dollars, with the interest thereon from —, then this mortgage shall be void.

Witness my hand and seal.

Test

—

— [SEAL]

Certificate of acknowledgment, form No. 62 *et seq.*

No. 713.

DEED OF TRUST TO SECURE DEBTS, INDEMNIFY SURETIES, ETC.

(Form prescribed, Pub. Gen. Laws, 1904, Page 518.)

This deed, made this — day of —, in the year —, by me, —, witnesseth, that whereas (here insert the consideration for making the deed) I, the said —, do grant unto —, as trustee, the following property (here describe the property) in trust for the following purposes (here insert the purposes of the trust, and any covenant that may be agreed upon).

Witness my hand and seal.

Test.

—

— [SEAL].

Certificate of acknowledgment, form No. 62 *et seq.*

MASSACHUSETTS.

No. 714.

MORTGAGE.

Know all men by these presents that — of —, in consideration of — dollars paid by — of —, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said — (description of property).

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging to the said — and — heirs and assigns, to their own use and behoof forever.

And I do hereby for — and — heirs, executors and ad-

ministrators, covenant with the grantee and — heirs and assigns that — lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that — have good right to sell and convey the same as aforesaid; and that — will, and — heirs, executors, and administrators shall, warrant and defend the same to the grantee and — heirs and assigns forever against the lawful claims and demands of all persons.

Provided nevertheless that if —, or — heirs, executors, administrators or assigns, shall pay unto the grantee, or — executors, administrators or assigns, the sum of — dollars, in — years from this date, with interest semi-annually at the rate of — per cent. per annum; and until such payment shall pay all taxes and assessments, to whomsoever laid or assessed, whether on the granted premises or on any interest therein or on the debt secured hereby; shall keep the buildings on said premises insured against fire in a sum not less than — dollars, for the benefit of the grantee, and — executors, administrators and assigns, in such form and at such insurance offices as they shall approve, and, at least two days before the expiration of any policy on said premises, shall deliver to — or them a new and sufficient policy to take the place of the one so expiring: and shall not commit or suffer any strip or waste of the granted premises, or any breach of any covenant herein contained, then this deed, as also — note of even date herewith, signed by — whereby — promise to pay to the grantee or order the said principal sum and instalments of interest at the times aforesaid, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or — executors, administrators, or assigns, may sell the granted premises, or such portion thereof as may remain subject to this mortgage in case of any partial release hereof, together with all improvements that may be thereon, by public auction in said — first publishing a notice of the time and place of sale once each week for three successive weeks in some one newspaper published in said —, the first publication of such notice to be not less than twenty-one days before the day of sale, and may convey the premises so sold by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple; and such sale shall forever bar —

and all persons claiming under — from all right and interest in the granted premises, whether at law or in equity. And out of money arising from such sale the grantee or — representatives shall be entitled to retain all sums then secured by this deed, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by them by reason of any default in the performance or observance of the said condition, rendering the surplus, if any, to — or — heirs or assigns; and — hereby, for — and — heirs and assigns, covenant with the grantee, and — heirs, executors, administrators, and assigns, that, in case a sale shall be made under the foregoing power, — or they will upon request execute, acknowledge, and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale, and said grantee and — assigns are hereby appointed and constituted the attorney or attorneys irrevocable of the said grantor to execute and deliver to the said purchaser a full transfer of all policies of insurance on the buildings upon the land covered by this mortgage at the time of such sale.

And it is agreed that the grantee, or — executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid, and that no other purchaser shall be answerable for the application of the purchase money; and that, until default in the performance or observance of the condition of this deed, — and — heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof.

Release of dower. And for the consideration aforesaid — do hereby release unto the said grantee and — heirs and assigns all right of or to both dower and homestead in the granted premises, and all other rights and interests therein.

In witness whereof the said — hereunto set — hand and seal this — day of — in the year one thousand nine hundred and —.

Signed, sealed and delivered

in presence of

—

—

— [SEAL]

— [SEAL]

MICHIGAN.

No. 715.

STATUTORY FORM.

(Comp. Laws, 1897, § 9017.)

A. B. mortgages and warrants to C. D. (here describe the premises), to secure the re-payment of (here recite the sum for which the mortgage is granted, or the notes or other evidences of debt, or a description thereof, sought to be secured, also the date of re-payment).

Dated this — day of —, A. D. 19—.

A. B. [SEAL]

Certificate of acknowledgment, form No. 70 *et seq.*

MINNESOTA.

No. 716.

MORTGAGE.

This indenture, made this — day of — in the year of our Lord one thousand nine hundred and —, between —, part — of the first part, and —, part— of the second part: witnesseth: that the said part— of the first part, for and in consideration of the sum of — dollars, to — in hand paid by the said part— of the second part, the receipt whereof is hereby acknowledged, do — by these presents grant, bargain, sell and convey to the said part— of the second part, — heirs and assigns, forever, all — tract— or parcel— of land, lying and being in the county of — and State of Minnesota, described as follows, to wit:

(description of property).

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, unto the said part— of the second part, — heirs and assigns, forever. And the said —, part— of the first part, do — covenant with the said part— of the second part, — heirs and assigns, as follows: First, that — he — lawfully seized of said premises; Second, that — he— ha— good right to convey the same; Third, that the same are free from all incumbrances; Fourth, that the said part— of the

second part, — heirs and assigns, shall quietly enjoy and possess the same; and that the said part— of the first part will warrant and defend the title to the same against all lawful claims.

Provided, nevertheless, that if the said —, part— of the first part, — heirs, executors or administrators, shall well and truly pay or cause to be paid to the said part— of the second part, — heirs, executors, administrators or assigns, the sum of — dollars and interest according to the conditions of — certain promissory note— due —, bearing even date herewith, then this deed to be null and void, otherwise to be and remain in full force and effect. But if default shall be made in the payment of said sum of money or interest, or any part thereof, at the time and in the manner hereinbefore specified for the payment thereof, the said part— of the first part in such case do — hereby authorize and fully empower the said part— of the second part, — heirs, executors, administrators or assigns, to sell the said hereby granted premises at public auction, and convey the same to the purchaser in fee simple, agreeably to the statute in such case made and provided, and out of the moneys arising from such sale to retain the principal and interest which shall then be due on the said note —, — together with all costs and charges, and also the sum of — dollars as attorney's fees, and pay the overplus, if any, to the said part— of the first part, — heirs, administrators or assigns.

And the said —, part— of the first part, do— further covenant and agree to and with the said part— of the second part, — heirs, executors, administrators and assigns, to pay said sum of money above specified at the time and in the manner above mentioned, together with all costs and expenses, if any there shall be, and also, in case of the foreclosure of this mortgage, the sum of — dollars as attorney's fees in addition to all sums and costs allowed in that behalf by law, which said sum is hereby acknowledged and declared to be a part of the debt hereby secured, and which shall be assessed and payable as a part of said debt, and that — he — will pay all taxes and assessments of every nature that may be assessed on said premises or any part thereof, previous to the day appointed by law for the sale of lands for town, city, county or State taxes.

In testimony whereof, the said part— of the first part ha— hereunto set — hand— and affixed — seal— the day and year first above written.

Signed, sealed and delivered
in presence of

— [SEAL]

—
Certificate of acknowledgment, form No. 74 *et seq.*

MISSISSIPPI.

No. 717.

DEED OF TRUST OR MORTGAGE.

(Form prescribed, Code, 1906, § 2821.)

In consideration of (here state it) I convey and warrant to — the land described as (describe it).

In trust to secure (here state what is secured, and all the necessary provisions).

Witness my signature, the — day of —, A. D. 19—.

—
Certificate of acknowledgment, form No. 77.

MISSOURI.

No. 718.

DEED OF TRUST.

This deed, made and entered into this — day of — one thousand nine hundred and —, by and between —, part— of the first part, and — part— of the second part, and — part— of the third part, witnesseth: that the part— of the first part, in consideration of the debt and trust hereinafter mentioned and created, and the sum of one dollar to — paid by the said party of the second part, the receipt of which is hereby acknowledged, do — by these presents grant, bargain, sell and convey and confirm unto the said party of the second part, the following described real estate, situate in the county of —, in the State of Missouri:

(description of property)

and possession of said premises now delivered unto said party of the second part.

To have and to hold the same, with the appurtenances, to the said party of the second part, and to his successor hereinafter designated, and to the assigns of him and his successor, forever.

In trust, however, for the following purposes: Whereas, the said — did on the — day of —, 19—, make and deliver to —

(description of note or obligation secured).

And whereas, said part— of the first part agree— with said part— of the third part, and — endorsees or assignees of said promissory note —, and each of them, to pay on demand all taxes and assessments, general and special, now existing against said lands and improvements, and to pay when due or within the time required by law, all taxes and assessments, general or special, hereafter levied or charged thereon or therefor, and also to keep the improvements upon said land constantly and satisfactorily insured until said note — be paid, for the sum of at least — dollars, and the policy or policies thereof constantly assigned or pledged and delivered to — for further securing the payment of said note —, with power to demand, receive and collect any and all moneys becoming payable thereunder, and the same to apply toward the paying of said note— unless otherwise paid, and also to keep said land and improvements thereon free from all statutory lien claims of every kind; and if any or either of said agreements be not performed as aforesaid, then said part— of the third part, or — said endorsees or assignees, or any of them, may pay such taxes and assessments or any part thereof, and may effect such insurance, for said purpose, paying the cost thereof, and may also pay final judgment for any statutory lien, including all costs; and for the repayment of all moneys paid in the premises, with interest thereon from the time of payment at the rate of — per cent. per annum, these presents shall be security in like manner and with like effect as for the payment of said note.

Now, if the said note— and the interest thereon be paid when due, and said agreements be faithfully performed as aforesaid, then these presents, including the lease hereinafter set forth, shall be void; and the property hereinbefore conveyed shall be released at the cost of said part— of the first part; but if default be made in the payment of said note—, any part thereof or any of the interest thereon when due, or in the faithful per-

formance of any or either of said agreements as aforesaid, then the whole of said note— shall become due and be paid as hereinafter provided, and this deed shall remain in force, and the said party of the second part, or in case of his death, inability, refusal to act or absence from — county, Missouri, when any advertisement and sale are to be made hereunder, then, whoever shall be sheriff of — county, Missouri, at the time when any such advertisement and sale are to be made (who shall thereupon for the purposes of that advertisement and sale succeed to the second party's title to said real estate and the trust herein created respecting the same), may proceed to sell the property hereinbefore described, and any and every part thereof, at public vendue, to the highest bidder, at the front door of the — county court house in —, in the county of — aforesaid, for cash, first giving twenty days' public notice of the time, terms and place of sale, and of the property to be sold, by advertisement in some newspaper printed and published in —, Missouri; and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof, and any statement or recital of fact in such deed in relation to the non-payment of money hereby secured to be paid, existence of the indebtedness so secured, notice by advertisement, sale, receipt of money, and the happening of any of the aforesaid events whereby the sheriff may become successor as herein provided, shall be *prima facie* evidence of the truth of such statement or recital; and said trustee shall receive the proceeds of said sale out of which he shall pay, first, the cost and expenses of executing this trust, including compensation to the trustee for his services; and next, to said third party or — endorsees or assignees, upon the usual vouchers therefor, all moneys paid for insurance or taxes and judgments upon statutory lien claims and interest thereon as hereinbefore provided for; and next all said note— then due and unpaid; and next the principal of such of said notes as are not then due when payment thereon shall be demanded, with interest up to the time of such payment, and if not enough therefor, then apply what remains; and the balance of such proceeds, if any, shall be paid to the said part— of the first part or — legal representatives.

And the said party of the second part covenants faithfully to perform the trust herein created.

And the said part— of the second part hereby lets said premises to said part— of the first part until a sale be had under the foregoing provisions therefor, upon the following terms and conditions thereof, to wit:—

The said part— of the first part, and every and all persons claiming or possessing such premises, and any part thereof, by, through, or under —, shall or will pay rent therefor during said term at the rate of one cent per month, payable monthly upon demand, and shall and will surrender peaceable possession of said premises, and any and every part thereof, sold under said provisions, to said party of the second part, — successors, assignees or purchasers thereof under such sale, within ten days after making of such sale without notice or demand therefor.

In witness whereof, that said first part— ha— hereunto set — hand— and seal— the day and year first above written.

Executed in the presence of

— [SEAL]

—
—

Certificate of acknowledgment, form No. 79 *et seq.*

MONTANA.

No. 719.

STATUTORY FORM.

(Civil Code, 1895, § 3841.)

This mortgage, made the — day of —, in the year —, by A. B. of —, mortgagor, to C. D. of —, mortgagee, witnesseth:

That the mortgagor mortgages to the mortgagee (here describe the property) as security for the payment to him of — dollars, on (or before) the — day of —, in the year —, with interest thereon (or as security for the payment of an obligation, describing it, etc.).

A. B.

Certificate of acknowledgment, form No. 82 *et seq.*

NEW JERSEY.

No. 720.

MORTGAGE.

This indenture, made the — day of — in the year of our Lord one thousand nine hundred and —, between — of the — of — in the county of — and State of — of the first part: and — of the — of — in the county of — and State of — of the second part; witnesseth: that the said party of the first part, for and in consideration of the sum of — dollars, money of the United States of America, to — in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part therewith fully satisfied, contented and paid, ha— given, granted, bargained, sold, aliened, enfeoffed, conveyed and confirmed, and by these presents do — give, grant, bargain, sell, alien, enfeoff, convey and confirm to the said party of the second part and to — heirs and assigns forever, all — tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the — of — in the county of — and State of —

(description of property).

Together with all and singular the profits, privileges and advantages, with the appurtenances to the same belonging or in anywise appertaining. Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof; To have and to hold all and singular the above described tract or lot of land and premises, with the appurtenances, unto the said party of the second part, — heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, — heirs and assigns forever.

Provided always, and it is agreed by and between the parties to these presents, that if the said —, — heirs, executors or administrators, do and shall well and truly pay or cause to be paid to the said party of the second part, or to — certain attorney or attorneys, heirs, executors, administrators, or assigns, the sum of — dollars in — year from the date hereof, with lawful interest for the same, at the rate of — per centum per

annum, payable semi-annually, according to the conditions of a certain bond bearing even date herewith, in the penal sum of — dollars without any deduction or defalcation for taxes, assessments, or any other imposition whatsoever; then and from thenceforth, these presents and said obligation, and everything herein and therein contained, shall cease and be void; anything herein and therein contained to the contrary in anywise notwithstanding; and the said party of the first part, — heirs, executors, and administrators, do — covenant and grant to and with the said party of the second part, — heirs and assigns, that the said party of the first part, — heirs and assigns, shall not nor will claim or demand or be entitled to receive any credit or credits on the interest payable thereon or on the moneys to secure payment of which this mortgage is made for so much of the taxes assessed against said lands as is equal to the tax rate applied to the amount due on this mortgage or any part thereof; and that the said party of the second part, — heirs and assigns, shall and may from time to time, and at all times after default shall be made in the performance of the proviso or condition herein contained, peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy all and singular the above granted and bargained premises, with the appurtenances, without the let, suit, trouble, hindrance or denial of the said party of the first part, — heirs and assigns, or of any other person or persons whatsoever. And it is also agreed by and between the parties to these presents, that the said party of the first part shall and will keep the buildings erected, and to be erected, upon the lands above conveyed, insured against loss or damage by fire in some safe and responsible Insurance Company or Companies, to an amount not less than — dollars, and assign the policy and certificate thereof to the said party of the second part as collateral security for the payment of the principal and interest aforesaid; and in default thereof, it shall be lawful for the said party of the second part to effect such insurance, and the premium or premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the amount of the said bond or obligation, and secured by these presents, and payable on demand with legal interest.

In witness whereof, the said party of the first part ha—

hereunto set — hand — and seal — the day and year first above written.

Signed, sealed and delivered
in the presence of

— [SEAL]

—
—

Certificate of acknowledgment, form No. 90 *et seq.*

NEW YORK.

No. 721.

STATUTORY FORM.

(Cumming & Gilbert's Gen. Laws, 1901, § 3331.)

This Indenture, made the — day of —, in the year nineteen hundred and —, between —, of —, party of the first part, and — of —, party of the second part:

Whereas, the said — is justly indebted to the said party of the second part in the sum of — dollars, lawful money of the United States, secured to be paid by his certain bond or obligation, bearing even date herewith, conditioned for the payment of the said sum of — dollars, on the — day of —, 19—, and interest thereon, to be computed from — at the rate of — per centum per annum, and to be paid —, it being thereby expressly agreed that the whole of the said principal sum shall become due after default of the payment of any installment of principal, interest, taxes, or assessments, as hereinafter provided.

Now this indenture witnesseth: That the said party of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, and also for and in consideration of one dollar, paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant and release unto the said party of the second part, and to his heirs (or, successors) and assigns forever (description), together with the appurtenances, and all the estate and rights of the party of the first part in and to said premises.

To have and to hold the above granted premises unto the said party of the second part, his heirs and assigns forever. Provided, always, that if the said party of the first part, his heirs, executors, or administrators, shall pay unto the said party

of the second part, his executors, administrators or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, that then these presents, and the estate hereby granted, shall cease, determine, and be void, and said party of the first part covenants with the party of the second part as follows:

1. That said party of the first part will pay the indebtedness, as herein above provided, and if default be made in the payment of any part thereof, the party of the second part shall have power to sell the premises therein described according to law.

2. That the said party of the first part will keep the buildings on the said premises insured against loss by fire for the benefit of the mortgagee.

3. And it is hereby expressly agreed that the whole of said principal sum shall become due at the option of the said party of the second part after default in the payment of any installment of principal or of interest for — days, or after default in the payment of any tax or assessment for — days after notice and demand.

In witness whereof, the said party of the first part hath hereto set his hand and seal, the day and year first above written.

In the presence of

—
—

— [SEAL]

Certificate of acknowledgment, form No. 96 *et seq.*

NORTH DAKOTA.

No. 722.

STATUTORY FORM.

(Civil Code, 1905, § 6174.)

This mortgage, made the — day of — in the year — by A. B., of —, mortgagor, to C. D., of —, mortgagee, witnesseth:

That the mortgagor mortgages to the mortgagee (here describe the property) as security for the payment to him of — dollars on or before the — day of — in the year — with interest thereon (or, as security for the payment of an obligation, describing it, etc.).

A. B.

Certificate of acknowledgment, form No. 106 *et seq.*

NORTH DAKOTA.

No. 723.

SATISFACTION OF MORTGAGE.

(Form prescribed, Civil Code, 1905, § 6168.)

This certifies that a certain mortgage executed by — of —, mortgagor, to — of —; mortgagee, dated the — day of —, A. D. 19—, upon the — (here describe the property covered by the mortgage) and recorded in the office of the register of deeds in and for the County of — and State of North Dakota, in book — of mortgages on page —, is paid and satisfied; and — hereby authorize and require said register of deeds to discharge the same of record in his office.

Witness — hand this — day of —, A. D. 19—.

Certificate of acknowledgment, form No. 106 *et seq.*

OKLAHOMA.

No. 724.

STATUTORY FORM.

(Rev. Stats. 1903, § 916.)

Know all men by these presents: That — of — county, in the — of —, part — of the first part, have mortgaged and hereby mortgage to — of — county — of —, part — of the second part, the following described real estate and premises, situated in — county, Territory of Oklahoma, to wit: —, with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same —. This mortgage is given to secure the principal sum of — dollars, with interest thereon at the rate of — per centum per annum, payable — annually from — according to the terms of — certain promissory note— described as follows, to wit:—.

Dated this — day of —, 19—.

Certificate of acknowledgment, form No. 110 *et seq.*

RHODE ISLAND.

No. 725.

MORTGAGE.

To all people to whom these presents shall come: — in the State of Rhode Island — Send Greeting —

Know ye, that — the said —, hereinafter called the grantor, for and in consideration of the sum of — dollars, to — in hand before the ensealing hereof, well and truly paid by —, receipt whereof — do hereby acknowledge, and — therewith fully satisfied, contented and paid; and thereof and of every part and parcel thereof, do exonerate, acquit and discharge the said —, — heirs, executors, and administrators forever by these presents, have given, granted, bargained, sold, aliened, enfeoffed, conveyed and confirmed, and by these presents do freely, fully, and absolutely give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said —, hereinafter called the grantee, — heirs and assigns, forever:

(description of property).

To have and to hold the said granted and bargained premises, with all the appurtenances, privileges, and commodities to the same belonging or in any wise appertaining to the said grantee, — heirs and assigns forever, to — and their only proper use, benefit and behoof forever. And — the said grantor for — and for — heirs, executors and administrators do covenant, promise and grant, to and with the said grantee, — heirs and assigns, that at and before the ensealing hereof — the true, sole and lawful owner of the above bargained premises, and — lawfully seized and possessed of the same in — own proper right as good, perfect and absolute estate of inheritance in fee simple, and have in — good right, full power, and lawful authority to grant, bargain, sell and confirm the said bargained premises, in manner aforesaid. And that the said grantee — heirs and assigns shall and may from time to time and at all times forever hereafter, by force and virtue of these presents, lawfully, peaceably and quietly have, hold, use, occupy, possess, and enjoy the said demised and bargained premises, with the appurtenances free and clear, and freely and clearly acquitted, exonerated and discharged of and from all and all manner of former or other gifts, grants, bargains, sales, leases, mort-

gages, wills, entails, jointures, dowries, judgments, executions and encumbrances of what name or nature soever that might in any measure or degree obstruct or make void this present deed.

Furthermore, — the said grantor for — and for — heirs, executors and administrators do covenant and engage the above demised premises to the said grantee — heirs and assigns against the lawful claims and demands of any person or persons whatsoever, forever to warrant, secure and defend by these presents.

And — in consideration of the sum paid as aforesaid do hereby release and forever quitclaim unto the said grantee — heirs and assigns against all — right of dower in and to the aforegranted premises.

The condition of this deed is such that whereas — the said — have executed — negotiable promissory note— for the sum of — dollars, bearing even date herewith and made payable to the said — or order with interest at the rate of — per centum per annum, payable semi-annually till said principal sum is paid, whether at or after maturity, and all interest in arrears to bear interest at the rate aforesaid till paid.

Now therefore, if — the said — or — heirs, executors, administrators or assigns, or any other person for — or for them, shall pay said note at maturity, together with the interest thereon according to the tenor thereof, then this deed shall be void, otherwise shall be and remain in full force and effect.

Furthermore — the said — do hereby constitute and appoint the said grantee, — executors, administrators and assigns, — attorneys irrevocable with full power of substitution and revocation for — and in — name, or in their name or names, at any time in case default shall be made in the payment of — said note, or the semi-annual interest due thereon, or breach shall be made of the covenant of Insurance hereinafter contained, and such default or breach shall continue for the term of ten days to sell at public auction the premises aforesaid, or any part thereof, and to bid and become the purchaser thereof, they first giving, after the expiration of said term of ten days, twenty days' notice of such sale in some one of the public newspapers published in —, and in — name, or in their name or names, to make, execute, seal, acknowledge and deliver to the purchaser or purchasers thereof any deed or deeds that may

be necessary to vest in such purchaser or purchasers a full and absolute estate in fee simple therein and on sale thereof, hereby granting unto — said attorneys full power to continue or adjourn such sale from time to time, — do authorize — said attorneys to receive the amount the same may be sold for and, after the payment of all the expenses incident to such sale or sales, to apply and appropriate the residue thereof to the payment of the amount of principal and interest of said note hereby secured — hereby agreeing that in case of a sale for a default in payment of said semi-annual interest or for breach of said covenant of Insurance, the principal of — said note shall be deemed due and payable on the day of such sale, accounting to —, heirs and assigns, for all sums over and above the amount thereof — hereby ratifying, approving and confirming such sale or sales as may be made or caused to be made by virtue hereof.

Furthermore, — the said grantor for — and for — heirs, executors, administrators and assigns do hereby covenant with the said grantee — heirs or assigns that insurance against loss by fire shall be kept and maintained upon the buildings on the premises aforesaid in a sum not less than than — dollars, and that the policy or policies of such insurance shall be assigned and transferred to the said grantee and — assigns, as collateral security hereto, and in default thereof do hereby agree that the said grantee, or — assigns, may effect such insurance, and the premium or premiums paid thereon shall be a further lien upon the said estate, added to the amount of said note and secured by these presents.

In testimony whereof — have hereunto set — hand — and seal — this — day of — in the year of our Lord one thousand nine hundred and —.

Signed, sealed and delivered

in presence of

—
—

Certificate of acknowledgment, form No. 117.

SOUTH DAKOTA.

No. 726.

STATUTORY FORM.

(Civil Code, 1904, § 2063.)

This mortgage, made the day of — in the year — by A. B. of —, mortgagor, to C. D. of —, mortgagee, witnesseth:

That the mortgagor mortgages to the mortgagee (here describe the property), as security for the payment to him of — dollars, with interest thereon (or as security for the payment of an obligation, describing it, etc.)

Certificate of acknowledgment, form No. 121 *et seq.*

TENNESSEE.

No. 727.

STATUTORY FORM.

(Code 1896, § 3680.)

I hereby convey to A. B. the following land (describing it) to be void on condition that I pay, etc.

Dated this — day of —, A. D. 19—.

Certificate of acknowledgment, form No. 126 *et seq.*

No. 728.

DEED OF TRUST.

(Code, 1896, § 3780.)

For the purpose of securing to A. B. a note of this date, due at twelve months, with interest from date (or as the case may be), I hereby convey to C. D., in trust, the following property (describing it). And if the note is not paid at maturity, I hereby authorize C. D. to sell the property herein conveyed (stating the manner, place of sale, notice, etc.), to execute a deed to the pur-

chaser, to pay off the amount secured, with interest and costs, and to hold the remainder subject to my order.

Dated this — day of —, A. D. 19—.

Certificate of acknowledgment, form No. 126 *et seq.*

UTAH.

No. 729.

STATUTORY FORM.

(Rev. Stats. 1898, § 1983.)

A. B., mortgagor (here insert name or names and place of residence), hereby mortgages to C. D., mortgagee, (here insert name or names and place of residence), for the sum of — dollars, the following described tract of land in — County, Utah, (here describe the premises).

This mortgage is given to secure the following indebtedness (here state amounts and form of indebtedness, maturity, rate of interest, by and to whom payable, and where).

The mortgagor agrees to pay all taxes and assessments on said premises, and the sum of — dollars attorney's fees in case of foreclosure.

Witness the hand of said mortgagor this — day of —, A. D. —.

A. B.

Certificate of acknowledgment, form No. 134 *et seq.*

VIRGINIA.

No. 730.

DEED OF TRUST TO SECURE DEBTS, ETC.

(Code, 1904, § 2441.)

This deed, made the — day of —, in the year —, between — (the grantor) of the one part and — (the trustee), of the other part, witnesseth: that the said — (the grantor) doth (or do) grant unto the said — (the trustee) the following property (here describe it):

In trust to secure (here describe the debts to be secured, or the

sureties to be indemnified and insert covenants or any other provisions the parties may agree upon).

Witness the following signatures and seals (or signature and seal).

— [SEAL]

Certificate of acknowledgment, form No. 139 *et seq.*

WASHINGTON.

No. 731.

STATUTORY FORM.

(Pierce's Code, 1905, § 4454.)

The mortgagor, (here insert name or names), mortgages to (here insert name or names of mortgagee or mortgagees) to secure the payment of (here recite the nature and amount of indebtedness, showing when due, rate of interest, and whether secured by note or not) the following described real estate (here insert description) situated in the County of —, State of Washington.

Dated this — day of —, 19—.

— [SEAL]

Certificate of acknowledgment, form No. 142 *et seq.*

WEST VIRGINIA.

No. 732.

DEED OF TRUST.

(Code 1906, § 3052.)

This deed made the — day of —, in the year —, between — (the grantor) of the one part, and — (the trustee) of the other part, witnesseth: That the said — (the grantor) doth (or do) grant unto the said — (the trustee) the following property (here describe it):

In trust to secure (here describe the debts to be secured, or the sureties to be indemnified, and insert covenants or any other provisions the parties may agree upon).

Witness the following signature and seal.

— [SEAL]

Certificate of acknowledgment, form No. 144 *et seq.*

WISCONSIN.

No. 733.

STATUTORY FORM.

(Stats. 1898, § 2209.)

A. B., mortgagor, of — County, Wisconsin, hereby mortgages to C. D., mortgagee, of — County, Wisconsin, for the sum of — dollars, the following tract of land in — County (here describe the premises).

This mortgage is given to secure the following indebtedness (here state amount or amounts and form of indebtedness, whether on note, bond or otherwise, time or times when due, rate of interest, by and to whom payable, etc.).

The mortgagor agrees to pay all taxes and assessments on said premises, and the sum of — dollars attorney's fees in case of foreclosure thereof.

Witness the hand and seal of said mortgagor this — day of —, 19—.

In presence of

— [SEAL]

—
—

Certificate of acknowledgment, form No. 148.

WISCONSIN.

No. 734.

ASSIGNMENT OF MORTGAGE.

(Stats., 1898, § 2210.)

For value received, I, A. B., of —, Wisconsin, hereby assign to C. D., of —, Wisconsin, the within mortgage (or a certain mortgage executed to — by C. F. and wife, of — County, Wisconsin, the — day of —, 19—, and recorded in the office of the register of deeds of — County, Wisconsin, in vol. — of mortgages, on page —, together with the — and indebtedness therein mentioned.

Witness my hand and seal this — day of —, 19—.

In presence of

— [SEAL]

—
—

Certificate of acknowledgment, form No. 148.

WYOMING.

No. 735.

STATUTORY FORM.

(Rev. Stats. 1899, § 2774.)

A. B., mortgagor (here insert the name or names and place of residence of the mortgagor or mortgagors) to secure the payment of (here insert the amount of the mortgage indebtedness, when due, the rate of interest, and whether or not a note has been given therefor) do hereby mortgage to C. D. mortgagee (here insert the name and place of residence of the mortgagee) the following described real estate situate in the County of (here insert the name of the county in which the lands mortgaged are situated) State of Wyoming, to wit: (here insert a description of the property mortgaged).

The mortgagor agrees to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than (here insert the amount of the insurance to be carried) during the life of this mortgage, in favor of and payable to the mortgagee: and in case the mortgagor shall fail to pay such taxes and assessments, and to keep said premises insured as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured, with the interest thereon, shall become due and payable, and the mortgagee may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder together with all costs of sale and foreclosure, including — dollars as attorney's fees. (And where the right of homestead is released, add the following) Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said State.

Dated this — day of —, A. D. —.

In presence of

A. B.

WYOMING.

No. 736.

CANCELLATION OR DISCHARGE OF MORTGAGE.

(Rev. Stats. 1899, § 2777.)

This certifies that a (mortgage or deed of trust, as the case may be) from — to —, dated —, A. D. —, and recorded in book of — on page —, has been fully satisfied by the payment of the debt secured thereby, and is hereby cancelled and discharged.

Signed in presence of —, county clerk of — County.

Etc.

—,
County Clerk.

CHAPTER XXXIV.

NEGOTIABLE INSTRUMENTS.

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No. 737.

BILL OF EXCHANGE.

(Rev. Stats., § 3175q.)

\$100.

Columbus, Ohio, —, 19—.

On demand (*or* at sight, *or* at — days sight, *or* — days after date) pay to the order of E. F. one hundred & $\frac{00}{100}$ dollars and charge the same to the account of

To C. D.

A. B.

Cleveland, Ohio.

No. 738.

ACCEPTANCE OF BILL OF EXCHANGE.

(Rev. Stats., § 3175w.)

Accepted —, 19—.

C. D.

No. 739.

QUALIFIED ACCEPTANCE OF BILL OF EXCHANGE.

(Rev. Stats., § 3176e.)

Accepted —, 19—.

Payable only at First National Bank,
Cleveland, Ohio.

C. D.

No. 740.

BILL OF EXCHANGE DRAWN IN A SET.

(Rev. Stats., §§ 3177o to 3177t.)

No. — £500 Stg. Cincinnati, Ohio, —, 19—.

Thirty days after sight of this, my first of exchange (second
and third unpaid) pay to E. F. or order

Five hundred pounds sterling,

value received, and charge the same to the account of

To C. D. & Co.,

A. B.

London.

No. — £500 Stg. Cincinnati, Ohio, —, 19—.

Thirty days after sight of this, my second of exchange (first
and third unpaid) pay to E. F. or order

Five hundred pounds sterling

value received, and charge the same to the account of

To C. D. & Co.,

A. B.

London.

No. — £500 Stg. Cincinnati, Ohio, —, 19—.

Thirty days after sight of this, my third of exchange (first
and second unpaid) pay to E. F. or order,

Five hundred pounds sterling

value received, and charge the same to the account of

To C. D. & Co.,

A. B.

London.

No. 741.

PROMISSORY NOTE.

(Rev. Stats., § 3177u.)

\$500.—

Dayton, Ohio, —, 19—.

On demand (*or* — days after date *or* on the — day of —, 19—) I promise to pay to E. F. or order five hundred & $\frac{no}{100}$ dollars.

Value received with interest at 6 per cent. per annum.

A. B.

No. 742.

COLLATERAL NOTE.

\$—.

—, Ohio, —, 19—.

— days after date — promise to pay to the order of — Bank, — dollars, for value received, at the office of said Bank with interest at — per cent. per annum, having deposited with said Bank as collateral security for payment of this or any other liability or liabilities of — to said Bank, due or to become due, or that may be hereafter incurred, the following property:

(description of property)

the market value of which is now \$—: in case of depreciation of the same, or of any other securities which may be hereafter pledged for this loan, a payment shall forthwith be made on account, or additional securities given, satisfactory to said Bank, so that the market value of the collateral shall always be at least — per cent. in excess of the amount unpaid on this note. In case of failure so to do, this note shall be deemed to be due and payable on demand, with full power and authority to sell, assign and deliver the whole of said property, or any part thereof, at public or private sale at the option of said Bank, or its assigns, and with the right to themselves become the purchasers thereof at public sale, freed and discharged from any equity of redemption, on the non-performance of this promise or the non-payment of any of the liabilities hereinbefore mentioned, at any time or times thereafter, without advertisement or notice. All legal or other costs and expenses for collection, sale and delivery to be deducted from the proceeds of such sale, and the residue applied on any or all of the liabilities under this note and agreement: the overplus, if any, to be returned to the undersigned.

No. 743.

COLLATERAL NOTE. ANOTHER FORM.

\$——. ———, Ohio, ———, 19——.
 —— days after date —— promise to pay to the order of
 —— Bank —— dollars, for value received, at the office of said
 Bank with interest at —— per cent. per annum, having deposited
 with said Bank as collateral security for payment of this or
 any other liability or liabilities of —— to said Bank, due or to
 become due, or that may be hereinafter incurred, the following
 property:

(description of property)

the market value of which is now \$—— with the right on the
 part of said bank from time to time to demand such additional
 collateral security as it may deem sufficient should the market
 value thereof decline, and also give said Bank a lien for the
 amount of all said liabilities upon all the property or securities
 given unto or left in its possession by the undersigned, and also
 upon any balance of the account of the undersigned with it.
 Upon failure to comply with any such demand, this obligation
 shall forthwith become due, with full power and authority to
 it, or its assigns, in case of such default or of the non-payment
 of any of the liabilities above mentioned at maturity, to sell,
 assign and deliver the whole or any part of such securities, or
 any substitutes therefor or additions thereto, at any brokers'
 board, or at public or private sale, at its option, at any time or
 times thereafter without advertisement or notice to the under-
 signed, and with the right on the part of said Bank to become
 purchaser thereof at any public sale thereof or at any sale
 thereof at broker's board, freed and discharged of any equity
 of redemption. And after deducting all legal or other costs and
 expenses for collection, sale and delivery, to apply the residue
 of the proceeds of such sale or sales so made, to the payment
 of any, either or all of said liabilities, as it may deem proper,
 rendering the overplus, if any, to the undersigned: and the un-
 dersigned will remain liable for any amount remaining unpaid
 after such sale. The undersigned do hereby authorize and em-
 power said Bank, at its option, at any time, to appropriate and
 apply to the payment and extinguishment of any of the above
 named obligations or liabilities, whether now existing or hereafter

contracted, any and all moneys now or hereafter in its possession, on deposit or otherwise, to the credit of or belonging to the undersigned, whether said obligations or liabilities are then due, or not due.

No. 744.

COLLATERAL NOTE PAYABLE ON DEMAND.

\$——. ———, Ohio, ——, 19——.

On demand, for value received, —— promise to pay to the —— Bank, or order, —— dollars at its banking house with interest at the rate of 6 per cent. per annum from the date hereof; the undersigned having deposited with said Bank as collateral security for the payment of this or any other liability or liabilities of the undersigned to said Bank, now existing, or which may be contracted hereafter, the following property, to wit:

(description of property)

with full power and authority to said Bank to sell, assign and deliver the whole or any part thereof, or any substitutes therefor, or any additions thereto, at any brokers' board, or at any public or private sale, at the option of said Bank, or its president, cashier, or its or their or either of their assigns, on the non-performance of this promise, or the non-payment at maturity of any of the other liabilities above mentioned, at any time or times thereafter, without advertisement, or notice, which are hereby expressly waived: and after deducting all costs and expenses of sale and delivery, to apply the residue of the proceeds of any sales, to pay any, either or all of said liabilities to said Bank, or its assigns, as its president or cashier, or its or their or either of their assigns, shall deem proper, returning the overplus to the undersigned; and upon said sale at public auction or at brokers' board the holder hereof may purchase the whole or any part of such securities, discharged from any right of redemption. And the undersigned agrees to be and remain liable to the holder hereof for any deficiency, and to pay the same upon demand to the holder hereof.

No. 745.

COGNOVIT NOTE.

(Rev. Stats., § 3171d.)

\$——. ———, 19——.

—— after date —— promise to pay to the order of ——, dollars for value received with interest at the rate of —— percentum per annum, at —— and —— hereby authorize any attorney at law to appear in any court of record in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against —— in favor of the holder hereof, for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal.

——.

No. 746.

MORTGAGE NOTE.

\$—— ———, Ohio, ——, 19——.

—— after date (*or* on the —— day of ——, 19——), —— promise to pay to —— or order —— dollars at —— with interest at the rate of —— per cent. per annum, payable —— annually, on the ——.

This note is secured by a mortgage of even date herewith, executed and delivered by —— and which is a first lien on land situate in ——, —— county, Ohio, fully described in said mortgage. If any instalment of interest or principal be not paid when due, or within three days thereafter, or if default be made in the performance of any of the agreements or conditions of said mortgage, the entire principal shall become immediately due and payable at the option of the holder hereof. Notice of said option is hereby waived.

——.

No. 747.

MORTGAGE NOTE: WITH INTEREST COUPONS.

\$——. ———, 19——.

—— after date, for value received —— promise to pay to the order of ——, —— dollars, with interest from date, payable ——

at the rate of — per cent. per annum so long as the same shall be paid promptly according to the tenor of the — coupons hereto attached, and at the rate of — per cent. per annum after the principal shall have become due, either by reason of default in payment of any coupon or of the maturity of this note, and until principal and interest shall be fully paid. Both principal and interest are payable at —.

Upon failure to pay any of the interest at maturity, or to perform any of the covenants or conditions contained in the mortgage securing this note, then the whole of the principal and accrued interest shall, at the option of the holder hereof, become due and payable without further notice.

—.

Interest Coupon.

\$—, —, 19—.
 — months after date — promise to pay to the order of —
 — dollars — payable at — for value received, with interest after maturity, at the rate of — per cent. per annum, being the interest on — principal note for \$— of even date herewith.
 Due —.

No. 748.

PROMISSORY NOTE OF GUARDIAN, TRUSTEE, ETC.,
 EXCLUDING PERSONAL LIABILITY.

\$—, —, Ohio, —, 19—.
 — after date I promise to pay to the order of — — dollars out of funds of the — (designate trust estate from which note is to be paid, as "Estate of M. F. and J. F. minor children of K. F., deceased").

A. B., Guardian.
 (or, Trustee.)

NOTE.

A trustee or guardian is personally liable on notes executed by him. But where a note is payable "out of the funds" of the estate, he is only liable where there are such funds. Tiedeman on Commercial Paper, § 145.

Such a note, however, is not negotiable. Rev. Stats., § 3171b.

No. 749.

SPECIAL INDORSEMENT.

(Rev. Stats., §§ 3172f-3178.)

Pay to the order of G. H.

E. F.

No. 750.

INDORSEMENT WITHOUT RECOURSE.

(Rev. Stats., § 3172j.)

Pay to the order of G. H.

without recourse to me.

E. F.

No. 751.

INDORSEMENT FOR COLLECTION.

(Rev. Stats., §§ 3172h, 3172i.)

Pay to the order of G. H.

for collection and return of proceeds to

E. F.

No. 752.

INDORSEMENT BY ATTORNEY IN FACT.

Pay to the order of G. H.

E. F.,

by L. M.,

Attorney in fact.

No. 753.INDORSEMENT WAIVING PROTEST, WITH GUAR-
ANTY OF PAYMENT.

(See, Rev. Stats., §§ 3175a, 3175b.)

For value received I hereby waive protest of the within note,
and guarantee its payment at maturity.

E. F.

No. 754.

CERTIFICATE OF DEPOSIT.

The — Bank.

\$ —. —, Ohio, —, 19—.

This certifies that — has deposited in this bank — dollars payable with interest at the rate of — per cent. per annum, — on return of this certificate properly endorsed.

No —.

—,
Cashier.**No. 755.**

PROTEST.

(Rev. Stats., § 3176q.)

(Copy of bill or note protested.)

UNITED STATES OF AMERICA,	} ss.
STATE OF OHIO —,	
— COUNTY.	

Be it known by this Instrument of Protest, that at the close of banking hours on — the — day of —, A. D. 19—, I, —, a notary public within and for said County of —, did at the request of — holder of the original — hereto attached and copied above, present the same to — at — in the City of —, Ohio, and demanded payment (or acceptance) thereof, which was refused for the following assigned reason: —.

Whereupon I protested the same for non-payment (or non-acceptance) and notified the following named drawer and indorser thereof of said presentment and protest, by a separate notice to each, enclosed in (the same, or, separate) envelope — and addressed as follows: —

and deposited the same in the post office of — in said county, the same day, postage paid; and the following-named drawer and indorser thereof, by delivering to each of them such notices personally on the same or the next day —.

Whereupon, I, the said notary, upon the authority aforesaid, have protested and do hereby solemnly protest as well against the drawer of the said — as against all other persons whom it doth or may concern, for exchange, re-exchange, and all costs, charges, damages and interest, suffered or to be suffered, for the

want of payment (or acceptance) thereof, and I certify that I have no interest in the above protested instrument.

Witness my hand and notarial seal this — day of —, 19—. Protest Fees, \$—. —, Notary Public.

(Notarial seal.)

No. 756.

NOTICE OF PROTEST.

\$—. —, Ohio, —, 19—.

Take notice, that a — dated —, 19—, for — dollars, drawn by — on — payable — to the order of — at — and endorsed by you, was this evening at the request of — protested for non-payment (or non-acceptance) the same having been presented and payment (or acceptance) demanded, which was refused.

The holder thereof looks to you for payment.

—,
Notary Public.

To —.
—

CHAPTER XXXV.

NOTICES.

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No. 757.

NOTICE TO SALOON-KEEPER, OR OWNER OF PREMISES, TO PREVENT SALE OF LIQUOR TO RELATIVE, ETC.

(Rev. Stats., § 4358.)

To —
— Ohio.

You are hereby notified not to sell or give to —, any intoxicating liquor or liquors, of any kind.

—, Ohio, —, 19—.

—,
(Husband, wife, child, parent,
guardian or other interested
person.)

No. 758.

NOTICE TO LEAVE PREMISES.

(Rev. Stats., § 6602.)

To —.

— wish you to leave the following described premises, now

in your occupation, situated in the — of — county of — and State of Ohio, and known as
(description of premises).

Your compliance with this notice within three days after its service will prevent any legal measures being taken by the undersigned to secure possession.

Yours respectfully,

Dated the — day of —, A. D. 19—.

No. 759.

NOTICE OF SALE OF COLLATERAL.

Whereas, on the — day of —, A. D. 19—, A. B. pledged to The — National Bank of —, Ohio, by a contract of pledge bearing date of said day, — shares of the capital stock of The — Company, as collateral security for a note bearing date of said day, signed by said A. B., payable — after date to the order of said — National Bank of —, Ohio, for — dollars (\$—), with interest at — per cent. per annum, with power to sell the same at public or private sale with the right to said Bank to become the purchaser thereof at public sale, free from any equity of redemption and,

Whereas, no payments have been made on said note (except —),

Now therefore, pursuant to the authority given by said contract of collateral pledge, the undersigned will, on the — day of —, 19—, at the hour of — o'clock —. M. at —, in the city of —, county of —, and State of Ohio, offer said stock at public sale to the highest bidder.

Dated this — day of —, A. D. 19—.

The — National Bank,
By —, President.

No. 760.

DEMAND ON DEBTOR FOR TEN PER CENT. OF EARNINGS.

(Rev. Stats., § 6501.)

To —.

You are indebted to the undersigned in the sum of \$—

for necessaries, to wit: (specify same, as, "groceries, and provisions, etc.").

The undersigned hereby demands the excess over and above ninety per centum of your personal earnings, earned during the interval of thirty days last past, either in money or a duly accepted order.

Your immediate compliance with this demand will prevent legal proceedings being instituted against you to subject such personal earnings to the payment of said claim and costs.

Respectfully,

—, Ohio, —, 19—.

No. 761.

NOTICE BY SURETY TO CREDITOR TO SUE.

(Rev. Stats., § 5833.)

—, Ohio, —, 19—.

To —:

You are hereby notified to forthwith commence an action against — (name of principal debtor) on a certain — (promissory note, or other instrument) on which I am surety.

Respectfully,

NOTE.

See Meriden Silver Plate Co. v. Flory, 44 O. S. 430; Iliff v. Weymouth, 40 O. S. 101.

No. 762.

NOTICE OF SALE BY LIVERY STABLE-KEEPER TO SATISFY LIEN.

(Rev. Stats., § 3213.)

To — (name of owner).

The undersigned will sell at public auction at — in the city of —, county of — and State of Ohio, on — the — day of —, 19—, at — o'clock — M., the following animals, to wit:

(description of animals)

to satisfy the lien of the undersigned thereon for furnishing food

and care by virtue of an agreement with —, the owner (or, person having lawful possession) thereof.

—, Ohio, —, 19—.

No. 763.

NOTICE OF SALE BY INNKEEPER TO SATISFY LIEN.

(Rev. Stats., § 4427b.)

The undersigned will sell at public auction at — in the city of —, county of — and State of Ohio, on — the day of —, 19—, at — o'clock —. M., the following baggage and other property, to wit:

(description)

to satisfy the lien of the undersigned thereon for accommodation, board and lodging furnished (and for money paid for or advanced, etc.) to — whose place of residence as registered by him on the hotel register of the undersigned is —.

—, Ohio, —, 19—.

No. 764.

NOTICE OF SALE BY CARRIER OR WAREHOUSEMAN TO SATISFY LIEN.

(Rev. Stats., §§ 3221-3231.)

The undersigned will sell at public auction at — in the city of —, county of — and State of Ohio, on — the — day of —, 19—, at — o'clock —. M., the following property, to wit:

(descriptive list of the several articles to be sold, with name, numbers and marks thereon)

to satisfy the lien of the undersigned thereon for — (freight, storage, etc.) charges thereon.

—, Ohio, —, 19—.

No. 765.NOTICE TO LAND OWNER OR TENANT TO
CUT NOXIOUS WEEDS.

(Rev. Stats., § 4240-2.)

To _____

You are hereby notified to cut the _____ (brush, briars, thistles, or other noxious weeds) in the fence corners and on your side a strip four feet wide along the line of the partition fence between the land owned (or occupied) by you and the land owned (or occupied) by the undersigned in _____ township _____ county, Ohio.

Your compliance with this notice within ten days will prevent any measures being taken to have the same cut by authority of the trustees of said township at your cost.

Yours respectfully,

_____.

_____, Ohio, _____, 19____.

CHAPTER XXXVI.

OPTIONS.

NOTE.

An option is a contract by which the owner of property agrees with another person that he shall have the right to purchase his property, at a fixed price, within a time certain. The option does not grant any interest in the land, and is not a contract for its sale. The owner merely parts with his right of disposition for a limited period.¹

It is a unilateral contract and is binding only upon the owner who has signed it. The holder of the option is under no obligation to purchase. Before a sale or a contract of sale, can result, the holder of the option must notify the owner of his desire to exercise the privilege of purchase, and tender payment of the purchase money and performance of all conditions precedent.²

Formal requisites. An option must be in writing and signed by the owner of the land, or his authorized agent, the contract being within the statute of frauds.³

It, however, need not be witnessed or acknowledged, and is not entitled to record.

¹ *Ide v. Leiser*, 10 Mont. 6, 24 Am. St. 17. See 51 Cent. Law Journal 84.

³ *Coleman v. Applegarth*, 69 Md. 21, 6 Am. St. Rep. 417.

² *Graybill v. Brugh*, 89 Va. 895, 37 Am. Rep. 894.

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No. 766.

REAL ESTATE OPTION.

For and in consideration of — dollars (\$—) to me in hand paid, the receipt of which is hereby acknowledged, I hereby give and grant unto C. D. the exclusive right and option to purchase at any time within — days from the date hereof, the following described property, to wit:

(description of premises).

The price of said property to be — dollars (\$—) payable as follows: —.

I further agree, after notice of the exercise of said option, and the payment of — dollars (\$—), as earnest money, to furnish an abstract of the title to said property, showing a good title to the same, free from all incumbrances, and, on payment of the further sum of \$— (and the execution of note and mortgage securing the balance), to execute and deliver a good and sufficient warranty deed of the same, with release of dower.

Dated this — day of —, 19—.

In presence of

—
—

—.

No. 767.

OPTION TO REAL ESTATE BROKER.

In consideration that C. D. shall undertake to use his best efforts to sell the following described property, to wit:

(description of property)

for the sum or price of — dollars (\$—) payable as follows: —,

I hereby give and grant to said C. D. the option and sole agency to sell the same, until the — day of —, 19—, with permission to the said C. D., his heirs or assigns, to become the purchaser thereof.

After notice of the exercise of this option, and on the payment of — dollars towards said purchase price, I agree to furnish an abstract of the title to said property, showing good title to the same, free from incumbrances, and, on payment of the balance

of said purchase price, to execute and deliver a good and sufficient warranty deed of the same, with release of dower.

Dated this — day of —, 19—.

In presence of _____

NOTE.

See *Kellow v. Jory*, 141 Pa. St. 144; *Levy v. Rothe*, 39 N. Y. Suppl. 1057; 17 Misc. 402.

No. 768.

OPTION CONTRACT FOR PURCHASE OF LAND.

This Instrument, made this — day of —, 19—, at —, Ohio, between A. B. of —, Ohio (hereinafter designated as first party), and C. D. of —, Ohio (hereinafter designated as second party).

Witnesseth: That in consideration of — dollars (\$—) paid by said second party to said first party, the receipt whereof is hereby acknowledged, said first party agrees to sell and convey to said second party, his heirs or assigns, by good title, free of all incumbrance, with release of dower, at any time within — days from said date, the following described real estate, situate in the — of — in the county of — and State of —, to wit:

(description of property).

The consideration which said second party, his heirs or assigns, shall pay for said land is — dollars, payment to be made as follows: —.

Deferred payments are to be secured by mortgage on the premises and to bear — per cent. interest. The said deferred payments may be made at any time before maturity, with interest to date of payment.

If said second party, his heirs or assigns, shall not purchase said land within said — days, then neither said second party nor said heirs or assigns shall have any claim whatever to said sum first above mentioned, nor said land.

Witness the hand of said first party the day and year first above written.

A. B.

No. 769.

OPTION TO PURCHASE STOCK IN CORPORATION.

—, Ohio, —, 19—.

In consideration of — dollars (\$—), the receipt of which is hereby acknowledged, I hereby give to C. D. the right and option to purchase from me at any time within — days from the date hereof — shares of the — (common or preferred) stock of The — Company at \$— per share, payable in cash.

All dividends, for which the transfer books close during said time, go with the stock. One day's notice of the exercise of this option is required, except on the last day.

A. B.

No. 770.

OPTION ON MANUFACTURING PLANT.

In consideration of *one dollar* and of other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby gives and grants unto C. D., of —, the right and option to purchase, as a going concern, the (*paint, oil and varnish*) manufacturing business conducted by the undersigned, including all the real estate, machinery, fixtures, materials, both unfinished and finished, and supplies used in connection with said business, and also the good will, trade rights, trade marks, inventions, patents, formulæ, recipes, trade names, patterns and all other property of every kind and nature used in connection with said business, excepting only money on hand and in bank and accounts and bills receivable, which are to be and remain the property of the undersigned. All of said property to be, at the time of such sale, free and clear of all liens and incumbrances whatsoever, including taxes and assessments.

The consideration for said sale to be — dollars (\$—) and, in addition, the inventory value of stock on hand at the time of completion of the sale.

This option shall expire on the — day of —, 19—, unless the said C. D., or his assigns, shall on or before said day give notice in writing of his acceptance thereof, in which case the sale shall be completed, the purchase money paid, and said property delivered within — days after the date of such acceptance.

The undersigned hereby agrees, upon receipt of notice of the

exercise of this option, to furnish a full abstract of the title to all of said real estate, showing a good title thereto.

This option may be assigned by the said C. D., and in case of such assignment before acceptance, said C. D. shall be free from any liability hereunder, the same as if the assignee had originally been named herein.

Dated at —, Ohio, this — day of —, 19—.

No. 771.

OPTION, BY CORPORATION, ON MANUFACTURING PLANT.

For and in consideration of — dollars (\$—) and of other good and valuable considerations, the receipt of which is hereby acknowledged, The — Company, a corporation duly organized and existing under the laws of the State of Ohio, does hereby give and grant unto C. D. of —, or assigns, the exclusive right and option to purchase, as a going concern, the following property to wit:

All of the real estate, buildings, improvements, easements, plant and machinery belonging to it, and situated in the city of —, county of — and State of Ohio: also all of the railroad tracks, switches, boilers, engines, forges, steam and water pipes, tanks, trucks, cars, extra parts of machinery, shafting, belting, pulleys, gears, tools, dies, patterns, horses, wagons, implements, materials and property of every kind and nature now being used, or intended to be used, in connection with the manufacture and sale of —: excepting raw and partly finished material and manufactured product hereinafter mentioned, and excepting cash on hand and in bank and bills and accounts receivable:

also, all the good will, trade rights, trade marks, brands, inventions, patents, formulæ, recipes and trade names now owned and used by it.

All of said property to be, at the time of said sale, free and clear from all liens and incumbrances whatsoever, including taxes and assessments.

The consideration for said sale to be — dollars (\$—), payable as follows: \$— on notice of the exercise of this option and the balance of \$— at the time of the completion of said sale.

This option shall expire on the — day of —, 19—.

Notice of the exercise of this option shall be in writing signed by said C. D., or assigns, and mailed to said The — Company, or delivered to its president or secretary.

Said The — Company further agrees, that, on notice of the exercise of this option and on payment of said sum of \$— to apply on said purchase price, it will, within — days after said payment, furnish to said C. D., or assigns, for examination, full abstracts showing clear title of record to all of its said real estate.

Upon final consummation of said sale said The — Company agrees to convey all of said real estate and appurtenances by good and sufficient deed or deeds of general warranty, and to execute and deliver such bills of sale and other instruments as may be necessary or proper for effectually conveying and transferring all of said property, both real and personal: and further, said The — Company agrees to procure and cause to be executed and delivered, together with said instruments of conveyance, the agreement or agreements of said The — Company, and of —, —, and —, its president, secretary and treasurer, respectively, binding said The — Company and said —, —, and —, for a period of — years after the completion of said sale, not to engage, or be interested, directly or indirectly, either individually, or in firms, corporations, or as stockholders, directors, officers, clerks, agents or employes, in the business of manufacturing, buying and selling — or any kindred products, or by-products, in said city of — or within — miles therefrom.

By the exercise of this option, it is expressly agreed, on the part of said C. D., or assigns, that, in addition to the purchase of the property above mentioned, he, or they, will further purchase all raw and partly finished materials, on hand or in transit, at the cost thereof to said The — Company, also all finished product at the inventory thereof; also all unexpired policies of fire, liability, or other insurance then in force, at the pro rata value thereof.

Payment for said raw and partly finished materials, finished product and insurance policies to be made in cash upon completion of said sale.

It is further agreed on the part of said C. D., or assigns, by

the acceptance of this option, that he or they will assume and be bound by all bona fide contracts theretofore made by said The — Company for the purchase or sale of raw materials and supplies and finished product.

Said The — Company agrees that this option may be assigned, and that the same shall inure to the assignee or assignees thereof, and that in case of such assignment before the exercise of this option, said C. D. shall be under no liability hereunder.

In witness whereof, said The — Company has caused its corporate name to be signed hereto by its president by authority of its board of directors, duly ratified by its stockholders, as required by law, and its corporate seal to be hereto affixed attested by its secretary this — day of —, 19—.

The — Company,
By —, President.

(Corporate seal.)
Attest.

—, Secretary.

NOTE.

See Rev. Stats., §§ 3256b to 3256e.

No. 772.

**OPTION CONTRACT TO PURCHASE STOCK, IF
VENDEE DESIRES TO RE-SELL.**

Whereas, A. B. has this day purchased — shares of the — (common, or, preferred) stock of the — Company, for the price of — dollars per share;

Now, I, the undersigned, in consideration of said sale, and in consideration of one dollar (\$1) paid to me by said A. B., the receipt of which is hereby acknowledged, do hereby agree that if, at the expiration of one year from the date hereof, the said A. B. shall desire to sell said stock at the price paid by him therefor, I will purchase the same and pay to him the amount paid by him therefor, together with interest thereon at the rate of — per cent. per annum.

—, Ohio, —, 19—.

No. 773.

OPTION TO DELIVER STOCK (A "PUT").

—, Ohio, —, 19—.

For value received, the bearer may deliver me — shares of the — (common *or* preferred) stock of The — Company at — per cent., at any time in — days from date. The undersigned is entitled to all dividends or extra dividends declared during said time.

Expires —, 19—, at — P. M. —

No. 774.

OPTION TO PURCHASE STOCK (A "CALL").

—, 19—.

For value received the bearer may call on me on one day's notice, except last day, when notice is not required, for — shares of the — (common or preferred) stock of The — Company at — at any time within — days from date. All dividends, for which transfer books close during said time, go with the stock.

Expires —, 19—, at 3 P. M. —

NOTE.

See *Treat v. White*, 181 U. S. 264.

CHAPTER XXXVII.

PARTNERSHIP.

NOTE.

Partnership is a contract of two or more competent persons to place their money, effects, labor and skill, or some or all of them, in lawful commerce or business, and to divide the profit and bear the loss in certain proportions.¹

The general principles of contracts are applicable to partnerships, and an agreement creating a partnership must conform to the rules governing contracts in general.

It is not necessary that a partnership contract be in writing, except where the partnership is to continue for more than one year.

It is customary, however, for persons forming a partnership to execute formal articles of partnership defining their respective rights, duties and liabilities.

The rights and liabilities of partners, as between themselves, are governed by the partnership articles. A majority of the members of a firm cannot bind the minority to anything which is not fairly within the scope of the partnership business, as specified in their agreement.²

A person cannot become a member of a partnership unless all of the persons composing the firm have agreed to accept him as such.³

**Partnerships
having fictitious
names must
file certifi-
cates.**

A partnership transacting business under a fictitious name, or a designation not showing the names of the persons interested as partners, must file, with the clerk of the court of common pleas of the county in which its principal office or place of business is situated, a certificate signed by the partners, and acknowledged, showing the names in full of all the members and their places of residence.⁴

**Notice of dis-
solution.**

On dissolution of a partnership, notice thereof should be given to relieve the retiring partners from liability for debts or obligations incurred thereafter. Persons who had previously dealt with the firm are entitled to actual notice.

As to other persons, public notice given in some newspaper of general circulation in the community is sufficient.⁵

On every change of the membership of a partnership doing business

¹ Farmers' Ins. Co. v. Ross, 29 O. S. 429 (431); 2 Kent 24.

² McFadden v. Leeka, 48 O. S. 513 (529).

³ Channel v. Fassitt, 16 Ohio 167.

⁴ Rev. Stats. § 3170-1.

⁵ Palmer v. Dodge, 4 O. S. 21.

under a fictitious name, a new certificate must be filed with the clerk of the court of common pleas.⁶

Settlement of affairs on death of partner.

When a member of a firm dies the method of disposing of the interest of the deceased partner is prescribed by statute,⁷ to apply if no other method has been prescribed by the articles of partnership, or will of the deceased partner.⁸

Limited partnerships.

Limited partnerships for the transaction of mercantile, mechanical, manufacturing or mining business are, by statute, authorized to be formed by two or more persons.

A limited partnership must have at least one *general* partner who is liable for all partnership obligations in the same manner as a member of an ordinary partnership, and may have *special partners* who, having contributed a specified sum, in cash, to the common stock are not liable for partnership debts in addition to the sum invested.⁹

A special partner is deemed a general partner if he permits his name to be used in connection with the partnership.¹⁰

The statute requires persons forming a limited partnership to execute, acknowledge, record and publish a certificate setting out the name of the partnership, and the names of the general and special partners, the amount of capital contributed by special partners, the general nature of the business to be transacted, and the times of commencement and termination of the partnership.¹¹

Limited partnership associations.

The formation of limited partnership associations is also provided for by statute,¹² for the conducting of any lawful business or occupation except for dealing in real estate or banking.

Such associations may be composed of not less than three nor more than *twenty-five* persons, and are formed by subscribing and contributing capital, which capital is alone liable for the debts of the association.

The word "*limited*" must be the last word of the name of such an association, and must conspicuously appear on its signs, letter heads, billheads, advertisements and all contracts and documents.

If the requirements of the statute are complied with, the members are under no liability except for the payment of their subscriptions to the capital.

The persons forming a limited partnership association must sign and acknowledge a statement in writing, setting forth their full names, the amount of capital subscribed for by each, the total amount of capital; the character of the business to be conducted, its location, the name of the association, its contemplated duration, which cannot

⁶ Rev. Stats. § 3170-4.

⁷ Rev. Stats. §§ 3167-3170.

⁸ Rev. Stats. § 3169.

⁹ Rev. Stats. §§ 3141, 3142.

¹⁰ Rev. Stats. § 3150.

¹¹ Rev. Stats. §§ 3141-3161.

¹² Rev. Stats. §§ 3161a-3161m.

exceed twenty years, and the names of the officers. Amendments may be made in like manner. The statement must be recorded.

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No. 775.

ARTICLES OF CO-PARTNERSHIP.

Articles of agreement made and concluded this — day of —, 19—, by and between A. B. and C. D., both of —, Ohio, Witnesseth:

Article I. That the parties hereto have agreed to and do by these presents become partners under the firm name and style of A. B. & Company with the principal office and place of business in the — of —, Ohio.

Article II. The purpose and business of said partnership shall be the — (description of business, as “manufacture and sale of —,” or, “the conducting of a retail shoe store, the buying

and selling of shoes, rubbers, findings and other goods, wares and merchandise of a like nature ") and the doing of all things necessary and incident thereto.

Article III. The said A. B. shall contribute to the capital of said partnership his skill, knowledge and experience as a — and his entire time and attention.

The said C. D. shall contribute to the capital of said partnership — (the sum of — dollars (\$—) in cash, *or* the trade fixtures and stock in trade now located in the store-room at No. —, — street, —, Ohio, inventoried at — dollars (\$—) which valuation is hereby assented to by said C. D.).

Article IV. The said A. B. shall devote his entire time, skill, labor and experience to advancing and rendering profitable the interests and business of said partnership) and shall not engage in any other business or occupation whatever on his individual account during the existence of said partnership. Said C. D. shall not be required to devote any of his time or personal attention to the business of said partnership.

Article V. Each partner may make and take contracts for and on behalf of the partnership business, but contracts or purchases involving a liability of more than \$— shall be made only on full consultation and with the approval of both partners. All contracts shall be made and taken only in the firm name. In case of disagreement as to making, taking or assuming any contract or obligation by the firm, such contract or obligation shall not be made or entered into. Each partner shall have the right to discharge any employes hired by either of them.

Article VI. Each partner agrees that all gain, profit, advantage and increase which shall arise by reason of said co-partnership or joint business as aforesaid shall be, from time to time during the existence of said co-partnership, equally divided between them share and share alike, and all losses and expenses, as shall happen or be incurred in said business without fraud, shall be paid and borne equally between them.

Article VII. Neither partner shall release or cancel any indebtedness or obligation due to the partnership except on full payment (nor shall either give or extend credit to any persons or company without the consent of the other).

Article VIII. Neither partner shall at any time sign the firm name, or his own name, or pledge the firm's credit, or his own

individual credit, in any manner as surety or guarantor on any paper, bill, bond, note or draft, or other obligation whatsoever. Neither partner shall assign, pledge or mortgage any of the partnership property, or his interest therein, or do anything or permit any act whereby the firm's money, interests or property, or his interest therein, may be liable to seizure, attachment or execution.

Article IX. Each partner shall faithfully and honestly do and administer each and every part of the work undertaken or taken charge of by him or by them solely for the profit and advantage of the partnership.

Article X. There shall be kept at the principal office and place of business of said firm, at all times during the continuance of said partnership, true, accurate, full and complete books of account, in which shall be entered all moneys received and disbursed by said partners, or either of them, or their agents or employes; all goods, wares, merchandise and other property bought and sold for or on account of the business of the firm: all contracts, undertakings, obligations, debts and liabilities taken or incurred, and also all other matters and things in any manner appertaining or belonging to the business of said firm.

It shall be the duty of said A. B. to faithfully, carefully and accurately keep the books and accounts as aforesaid; and it shall be the duty of the said C. D., at all times, to furnish the said A. B. with true, accurate and complete information, account and data of all transactions and things by him undertaken, or under his charge.

Each partner shall, at all times, have free access to said books, and to all papers, documents and writings, belonging to the firm, without interruption or interference by the other.

Article XI. It shall be the further duty of said A. B. to attend to, and have charge of, the finances, moneys and accounts of said firm, collect the bills, accounts and moneys due to the said partnership and make and prepare monthly statements of the same for the use of each of the said partners.

All moneys received by said partners, or either of them, from said business, or in any way coming thereto, shall be daily deposited in the — Bank of —, Ohio, or such other bank or banks as said partners shall mutually agree upon, to the account and credit of A. B. and Company. Each partner shall have the

right, at all times, to inspect and examine all bank books of said firm.

All debts and obligations of said firm shall be paid by check on said bank account, or accounts. Checks for amounts less than — dollars (\$—) may be signed by A. B. Checks for amounts exceeding — dollars (\$—) shall be signed by A. B. and countersigned by C. D.

Article XII. The said A. B. may draw, from the profits of said business, the sum of — dollars (\$—) per month. Any deficiency in said sum in any one month shall be made up to the said A. B. from the profits of subsequent months before any division of profits shall be made. The amounts so drawn shall be charged against the share of the profits of the said A. B. in each quarterly account hereinafter provided for.

Article XIII. It is further agreed that they, the said partners, shall, on the — day of —, 19—, and at the end of every three months thereafter, make and render each to the other a true, just and accurate account of all income and profits by them, or either of them, made, and of all losses by them, or either of them, sustained, and of all receipts and disbursements by them, or either of them, received or made, and of all other things by them or either of them done, or suffered, in and about the partnership business; and the said quarterly accounts being so made, each shall deliver to the other, at such time, their equal shares of the profits of the business, and all moneys on hand shall be equally divided at such time, taking into consideration all amounts withdrawn by either of said partners for his own personal use during such preceding three months. But at all times amounts shall be left to the credit of the partnership, and not divided, sufficient to pay all debts and obligations of said partnership then unpaid, and for the reasonable requirements of the business thereof.

Article XIV. This agreement shall be binding and in force and the term of this partnership shall be for the period of — years from the date hereof unless sooner terminated and dissolved by consent or by the death, bankruptcy, insolvency, or disability of either party.

Article XV. At the time of dissolution of the partnership, or any termination thereof, the partners each to the other or in case of death, bankruptcy, insolvency or disability of either, the

survivor to the executors, administrators, trustee, assignee, or guardian of the other, shall make and render a true, just and final account of all partnership transactions, and adjust and fully settle all matters relating thereto. After payment of all debts and obligations of the partnership, all the property and assets of the firm shall be appraised at the true value thereof, and the said C. D. may select therefrom, at such valuation, property and assets to the value of — dollars (\$—), being the amount contributed by him to the capital of said firm, the property so selected to be and become the sole and individual property of the said C. D. All property and assets of said firm remaining after the selection so made by said C. D. shall be equally divided between the partners, share and share alike, and each partner, for himself and his personal representatives, hereby agrees to execute all necessary instruments to invest the other with the sole right to the property apportioned to such other and thereafter neither shall interfere with the same nor release any account, claim, debt or property apportioned to the other.

All contracts and obligations then outstanding and unperformed shall be fully completed and performed in the name and for the advantage and profit and at the expense of the partnership and all profits made or losses sustained thereby shall be equally divided share and share alike.

Article XVI. It is further mutually agreed and covenanted that no changes, alterations, additions, modifications or qualifications shall be made or had in the terms or provisions of any article or articles of this agreement unless the same shall be made in writing signed by each of the partners.

IN WITNESS WHEREOF the parties hereto have set their hands to duplicates hereof on the day and year first above written.

A. B.

C. D.

No. 776.

ARTICLES OF CO-PARTNERSHIP, ANOTHER FORM.

This agreement, made and concluded at —, Ohio, by and between A. B. and C. D. both of —, Ohio, Witnesseth:

Article I. That the parties hereto have agreed and hereby agree to become copartners under the firm name and style of B. & C.

with the principal office and place of business in the — of —, Ohio.

Article II. The purpose and business of said partnership shall be the —, and the doing of all things necessary and incident thereto.

Article III. The said A. B. shall contribute to the capital of said partnership — (which shall be paid in (or delivered) on or before the — day of —, 19—.)

The said C. D. shall contribute to the capital of said partnership —, (which shall be paid in (or delivered) on or before the — day of —, 19—.)

Article IV. Said partnership shall commence on the — day of —, and shall continue — years from and after said date, unless sooner dissolved by the death, bankruptcy, insolvency, or disability of either of the parties hereto, or unless terminated under the provisions hereof.

Article V. The said A. B. shall — (*specify duties*).

The said C. D. shall (*specify duties*).

Article VI. Each partner may make and take contracts for and on behalf of the partnership business: but no contracts or purchases involving a liability exceeding — dollars (\$—), nor any transaction out of the usual course of (retail) business, shall be made or entered into without full consultation and the approval of both partners. Neither partner shall, without the consent of the other, employ or discharge any employe, except in case of gross misconduct.

Article VII. Proper books of account shall be kept by said partnership, under the charge of the said C. D., in which shall be promptly entered an account and record of all the transactions and business of the partnership. All books of account and all contracts, letters, papers, documents and memoranda belonging to the partnership shall be open, at all times, to the examination of both partners.

Article VIII. Each partner shall furnish to the other, on request, full information and account of any or all transactions and matters relating to the business of the partnership, within his knowledge.

Article IX. All moneys received by, or paid to, said partnership shall be daily deposited in the — Bank of —, Ohio, or such other bank as said partners may mutually agree upon.

All disbursements of partnership moneys shall be made by check on said partnership bank account. Checks for amounts less than — dollars may be drawn by either partner. Checks for amounts exceeding — dollars shall be signed by both partners.

Article X. Both partners shall devote their entire time, skill, labor and experience to advancing and rendering profitable the interests and business of said partnership, and neither partner shall engage in any other business or occupation whatever on his individual account during the existence of said partnership.

Article XI. Neither partner shall at any time sign the firm name, or his own name, or pledge the firm's credit, or his own individual credit, in any manner as surety or guarantor on any paper, bill, bond, note, or draft or other obligation whatsoever. Neither shall assign, pledge or mortgage any of the partnership property, or his interest therein, or do anything or permit any act whereby the firm's money, interests or property, or his interest therein, may be liable to seizure, attachment or execution.

Article XII. Each partner shall promptly pay his individual debts and liabilities and shall at all times indemnify and save harmless the partnership property therefrom.

Article XIII. The said A. B. may draw, from the profits of the business, the sum of — dollars (\$—) per ^{month} month; and the said C. D. may draw, from the profits of said business, the sum of — dollars (\$—) per ^{month} month; all sums so drawn to be charged against their respective shares of the profits of the business, as hereinafter provided. Neither partner shall draw any further sum for his individual use, except upon the taking of annual accounts, as hereinafter provided.

Article XIV. All profits and increase of said business shall be divided between said partners in the following proportions: the said A. B. shall receive one $\frac{1}{2}$ thereof, and the said C. D. shall receive one $\frac{1}{2}$ thereof. All losses which shall happen in said business shall be paid and borne by said partners in like proportions.

Article XV. On the — day of ^{Jan} Jan, 19¹⁷, and at the expiration of each and every year thereafter, during the continuance of said partnership, an account shall be taken of all the assets and liabilities of said firm and an inventory of all assets and property shall be made at the true value thereof. Said account shall be

entered in a separate book kept for that purpose, and shall be signed by both partners, and shall be binding on each. The net profits of said business for the twelve months next preceding the taking of such account shall, immediately after the signing of the account, be divided between the partners in the proportions hereinbefore specified.

If losses shall have been suffered during any year, so that the value of the assets of the partnership, after deducting the liabilities thereof, shall be less than the amount of the capital of said partnership originally invested, then the entire amount of such deficiency shall, immediately after the signing of the annual account showing such deficiency, be made up and paid in cash by said partners to said firm in the following proportions: the said A. B. shall pay one — thereof, and the said C. D. shall pay one — thereof.

Article XVI. If either partner shall violate, or make default in, any of the agreements or covenants herein contained, on his part to be performed or kept, then the other partner may dissolve said partnership, by written notice mailed to the one so in default, within ~~10~~ days after knowledge of such violation or default.

Either partner may, at any time after the — day of —, 19—, dissolve said partnership by written notice of his intention so to do, delivered or mailed to the other partner, and said partnership shall be dissolved at the expiration of — months after the giving of such notice.

Article XVII. At the time of dissolution of said partnership, or any other termination thereof, an inventory and appraisal of all assets and property of said partnership shall be made, at the true value thereof: and an account shall be taken of all assets and liabilities. After payment of all debts and liabilities of said partnership, the assets and property shall be divided between the partners in the proportion in which the capital of said partnership has been contributed by each: and each partner hereby agrees to execute all instruments necessary or proper to invest the other with the sole right to the property apportioned to such other.

Article XVIII. No changes, alterations, additions, modifications, or qualifications shall be made or had in the terms of this contract unless made in writing and signed by each of the partners.

IN WITNESS WHEREOF the parties hereto have set their hands to duplicates hereof, the day and year first above written.

A. B.

C. D.

No. 777.

ARTICLE PERMITTING ONE PARTNER TO PURCHASE INTEREST OF OTHER, ON DISSOLUTION; PRICE TO BE ARBITRATED.

(Insert in Articles of Co-partnership, above, at end of Article providing for division of assets, on dissolution.)

(Provided, however, that,) on dissolution of said partnership, either partner shall have the right and option of purchasing the interest of the other in said partnership, by giving to such other, or to his personal representatives, notice in writing, of his intention so to do, within 10 days after dissolution. If said partners shall be unable to agree upon the sum or price to be paid for such interest, then the question of the value of such interest shall be submitted to the decision of three disinterested arbitrators, one to be chosen by each of the parties hereto and the third by the two so chosen, and the award, in writing, of any two of such arbitrators, as to such value, shall be final and conclusive between the parties.

And provided further, that if each partner, on dissolution, shall desire to purchase the interest of the other, under the provisions hereof, the partner who shall offer the highest sum or price shall be entitled to make such purchase.

No. 778.

ARTICLE REQUIRING PARTNER TO PURCHASE OR SELL, ON DISSOLUTION.

(Insert in Articles of Co-partnership, above, at end of Article providing for division of assets, on dissolution.)

~~Provided, however, that,~~ on ^{the dissolution} dissolution of said partnership, either partner may make a written offer to the other partner of the sum or price in cash for which he will purchase the interest of such other ^{partner} in said partnership, or for which he will sell his own interest therein to such other partner: and the partner receiving such offer shall, within 5 days thereafter, make his election,

in writing, either to sell or to purchase for said sum or price: and if he fail so to do within said time, the partner who has made such offer is hereby given the right and option, within 5 days after the expiration of said time, at his own election, to purchase the interest of such other partner, or to sell his own interest to such other, for the sum or price so offered.

No. 779.

ARTICLE PROVIDING FOR PUBLIC SALE OF ASSETS, ON DISSOLUTION.

(Insert after Article providing for division of assets on dissolution.)

If, upon dissolution or other termination of this partnership, the partners are unable to agree upon a division of the assets, in kind, then all of the assets and property of said partnership, excepting accounts and bills receivable, shall be sold at public sale in the place of business of said firm, said sale being first advertised in at least two newspapers of general circulation in the — of —, Ohio; said sale to be conducted by an impartial auctioneer, or auctioneers, to be mutually agreed upon; the stock in trade to be sold piece by piece, or in small lots; and the trade fixtures to be sold in bulk. Each partner may bid and purchase at said sale.

No. 780.

ARTICLE PERMITTING EITHER PARTNER TO DIS- SOLVE PARTNERSHIP IF CAPITAL BECOMES IM- PAIRED.

(Insert in Articles of Co-partnership, above, immediately after Article providing for periodical accounts.)

If it shall appear, at any annual (*or*, quarterly) account, that losses have been incurred whereby the capital of said partnership has been reduced to — per cent. of the original investment, then either partner may dissolve said partnership by written notice thereof delivered or mailed to the other within *thirty* days after the taking of said account.

No. 781.**ARTICLE PERMITTING PARTNER TO DISPOSE OF HIS INTEREST, AFTER OFFERING TO OTHER PARTNER.**

(Omit from Articles of Co-partnership, above, the prohibition against assignment, pledge or mortgage of the interest of either partner, and add the following to the same clause.)

Either partner may at any time sell his interest in said partnership, provided, however, that he shall first, in writing, offer the same to the other partner for a specified sum or price, and if such offer be not accepted, in writing, within — days thereafter, he may then offer the same to any person for the same or a higher sum or price: but no sale thereof shall be made to any third person or persons for any less sum or price, until after the same has been offered, in writing, to the other partner for the same less sum or price, and the offer at such less sum or price shall not have been accepted within — days thereafter.

No. 782.**ARTICLE PROVIDING FOR ARBITRATION.**

If any controversy or difference shall arise between said partners, at any time during the continuance of said partnership, or thereafter and before final settlement, between the partners, regarding the business, accounts or transactions of said partnership, or the construction of these articles, or the valuation of assets, or the rights, powers or liabilities of the partners, or any other matter or thing connected with said partnership, then each and every such controversy and difference shall be submitted to the decision of three disinterested arbitrators, one to be chosen by each of the parties hereto, and the third by the two so chosen; and the award of a majority of said arbitrators shall be final and conclusive upon the parties hereto.

No. 783.**ARTICLE PROVIDING FOR CONTINUANCE OF PARTNERSHIP AFTER DEATH OF PARTNER.**

(Rev. Stats., § 3169.)

The death of either partner shall not operate to dissolve said partnership, but the business shall be conducted by the survivor

until the expiration of the term of said partnership, as herein provided. The capital of said partnership shall remain unimpaired and shall not be withdrawn by the administrators or executors of a deceased partner until the expiration of said term.

The executors or administrators of a deceased partner shall be silent partners only and shall not be entitled to any rights of management or control of the business, but shall have all the other rights of such deceased partner hereunder, including the right to examine the books, papers and documents of the firm; the right to be present and participate in taking and signing the annual (or quarterly) accounts, herein provided for, and the right to receive all net profits accruing to the interest of such deceased partner.

Provided, however, the surviving partner shall have the right, before the expiration of the term of said partnership, at the time of taking any annual (or quarterly) account hereunder, to terminate said partnership.

And provided, further, that if it shall appear at any such annual (or quarterly) account, that losses have been incurred whereby the capital of said partnership has become impaired in any amount whatsoever, then the executors or administrators of such deceased partner may, within — days thereafter, terminate said partnership.

No. 784.

CONTINUATION OF PARTNERSHIP, ENDORSED ON ARTICLES.

—, Ohio, —, 19—.

The partnership formed under the within articles of co-partnership having this day expired, it is mutually agreed that said partnership shall be continued on the same terms, provisions, covenants, agreements, restrictions, limitations and conditions, for the further term of — years from the — day of —, 19—.

A. B.

C. D.

No. 785.

AGREEMENT OF DISSOLUTION: ONE PARTNER
PURCHASING INTEREST OF OTHER.

This agreement made and concluded at —, Ohio, this — day of —, 19—, by and between A. B. and C. D., Witnesseth:

That whereas under and by virtue of articles of co-partnership dated —, 19—, the parties hereto have, since said time, as partners under the name and style of —, been engaged in the — business in the — of —, Ohio, and whereas said parties hereto have this day agreed to dissolve said partnership, and the said A. B. has agreed to purchase the interest of the said C. D. therein, and to continue said business; and the said C. D. has agreed to retire from said firm and to sell his interest therein to said A. B.:

Now therefore, it is mutually agreed by and between the parties hereto that the partnership heretofore existing between them be and is hereby dissolved and each of the parties hereto does hereby release and forever discharge the other from all claims and demands whatsoever, in any manner arising under the articles of co-partnership hereinbefore referred to, or in any manner growing out of the business of said firm. Provided, however, such release does not apply to the agreements and covenants of these presents.

And the said C. D. in consideration of the sum of — dollars (\$—) to him paid by the said A. B., the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto the said A. B., his executors, administrators and assigns, all his interest in said partnership, including the stock in trade, fixtures, policies of insurance, accounts and bills receivable, and all rights and credits of every kind and nature, contracts and orders for goods sold by said firm but not yet delivered, the leasehold interest in the premises known as Number —, — Street, —, Ohio, the good will of said partnership, and all other property and assets of said partnership of every kind and nature whatsoever.

And said C. D., for the consideration aforesaid, does hereby covenant and agree that the schedule of debts and liabilities, appearing on the "Inventory Book" of said partnership on page — thereof, includes all and every debt and liability of the said partnership, and that he has not, at any time, contracted any

debt or obligation for or on account of said partnership, other than as specified in said schedule; and that he has not collected, compromised or satisfied any account or bill receivable except as appears by the books of said partnership; that he has good right to assign his said interest in said partnership and that the same is free from all incumbrances whatsoever.

And the said C. D. does further covenant and agree, on the consideration aforesaid, and as an inducement to the said A. B. to pay the price aforesaid for his said interest, that he, the said C. D., will not, in any manner, either directly or indirectly, engage in the business of — in the — of —, Ohio, for a period of — years from and after the date hereof, and that during said time he will not directly or indirectly, in any firm, corporation, or as an individual, or as an agent or employe, come into competition with said A. B., and will not interfere in any way or manner with the business, trade, good will or customers of said A. B.

In consideration whereof the said A. B. hereby promises and agrees to assume and pay all the debts and obligations of said partnership (listed in the schedule of debts hereinbefore mentioned,) and any and all other debts and liabilities which the said A. B. may have heretofore contracted, or may hereafter contract, and to indemnify and save harmless the said C. D. therefrom.

In witness whereof the parties have set their hands to duplicates hereof the day and year first above written.

A. B.

C. D.

NOTE.

For form of bond to retiring partner conditioned that the continuing partner shall pay the debts of the late firm, see title "Bonds," form No. 334.

No. 786.

DISSOLUTION OF PARTNERSHIP, ENDORSED ON ARTICLES, APPOINTING LIQUIDATING PARTNER.

—, Ohio, —, 19—.

The partnership, formed under the within articles of copartnership, is, by mutual consent, hereby dissolved. Said A. B. is hereby appointed liquidating partner with the exclusive right and power to collect, compromise, compound and adjust all accounts

and bills receivable, to pay and discharge all outstanding liabilities and to pay over to the said C. D. his just share of the surplus remaining. For services in making such settlement and liquidation said A. B. shall receive a sum equal to — per cent. of the moneys received and disbursed by him, and no more.

A. B.

C. D.

No. 787.

NOTICE OF INTENTION TO DISSOLVE PARTNERSHIP.

—, Ohio, —, 19—.

To —

—, Ohio.

Dear Sir:—

Pursuant to the right contained in the articles of copartnership dated —, 19—, entered into between yourself and the undersigned, I hereby give you notice that I intend to dissolve the partnership now existing between us on the — day of —, 19—.

NOTE.

See Hulett v. Fairbanks, 40 O. S. 233 (244-245.)

No. 788.

NOTICE OF DISSOLUTION.

NOTICE.

The partnership heretofore existing between the undersigned under the firm name and style of A. B. & Company is this day dissolved by mutual consent.

(A. B. is authorized to adjust and settle all debts due to and by said partnership.)

—, Ohio, —, 19—.

A. B.

C. D.

No. 789.

NOTICE ON RETIREMENT OF ONE PARTNER.

NOTICE.

The partnership heretofore existing between the undersigned under the firm name and style of B. D. & Company, is this day

dissolved by mutual consent so far as concerns C. D. who retires from said firm. The business will be continued by A. B. and E. F. (under the name and style of B. & F.) who will adjust and settle all unfinished transactions of the late firm.

—, Ohio, —, 19—.

A. B.
C. D.
E. F.

No. 790.

PARTNERSHIP CERTIFICATE.

(Rev. Stats., §§ 3170-1.)

To the Clerk of the Court of Common Pleas of — County, Ohio:

The undersigned do hereby certify that

— Residing at No. — Street, —, Ohio

— Residing at No. — Street, —, Ohio

— Residing at No. — Street, —, Ohio

— Residing at No. — Street, —, Ohio.

are interested, as partners, in the partnership transacting business under the firm name and style of —, with its principal office or place of business at — in said — County, Ohio.

That the foregoing are the names in full of all the members of said partnership and their places of residence.

Signed and acknowledged by us, this — day of —, 19—.

—
—
—
—

THE STATE OF OHIO, }
— COUNTY, } ss.

Personally appeared before me, a notary public in and for said county, —, the signers of the foregoing certificate, who severally acknowledged that they did sign the same and that the same is true and their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this — day of —, 19—.

—,
Notary Public.

No. 791.

CERTIFICATE OF LIMITED PARTNERSHIP.

(Rev. Stats., § 3143.)

A. B., General partner.

C. D., Special partner.

E. F., Special partner.

The undersigned, A. B., C. D. and E. F., hereby certify that they have this day formed a limited partnership for conducting a *wholesale flour and feed* business and the doing of all things necessary and incident thereto in the city of —, Ohio, under the name and style of A. B. & Company. Said partnership shall commence on the — day of —, 19—, and shall terminate on the — day of —, 19—.

Said A. B. is a general partner and resides in —, Ohio.

Said C. D. is a special partner and resides in —, Ohio, and has contributed — dollars (\$—) in cash as his capital to the common stock of said limited partnership.

Said E. F. is a special partner and resides in —, Ohio, and has contributed — dollars (\$—) in cash as his capital to the common stock of said limited partnership.

In witness whereof, said A. B., C. D. and E. F. have hereunto set their hands this — day of —, 19—.

Signed and acknowledged
in presence of
—
—

A. B.
C. D.
E. F.

STATE OF OHIO, }
— COUNTY, } ss.

Personally appeared before the undersigned —, a notary public in and for — County, Ohio, the above named A. B., C. D. and E. F. who acknowledged that they did sign the foregoing certificate and that the same is their free act and deed.

In witness whereof I have hereunto set my hand and official seal this — day of —, 19—.

—,
Notary Public.

No. 792.

STATEMENT OF LIMITED PARTNERSHIP ASSOCIATION.

(Rev. Stats., § 3161a.)

The undersigned, A. B., C. D. and E. F., all residing in the city of —, Ohio, do hereby associate themselves together as a Limited Partnership Association under and by virtue of the laws of the State of Ohio, to wit: Revised Statutes of Ohio, sections 3161a to 3161m inclusive, and hereby make the following statement.

1. The name of said association shall be The X. Y. Company, Limited.

2. The amount of the capital stock subscribed by the said A. B. is \$2,000. to be paid in personal property, a schedule of which is hereto annexed marked "Exhibit A" and made a part hereof.

Said property is contributed to the capital stock of said association at the valuation specified in said schedule, such valuation being hereby approved by all of the undersigned.

The amount of the capital stock subscribed by said C. D. is \$2,000, to be paid in cash within the time and as required by law.

The amount of the capital stock subscribed by said E. F. is \$1,000. to be paid in cash within the time and as required by law.

3. The total amount of the capital stock of said association shall be and is \$5,000.

4. The character of the business to be conducted shall be the — (*state purpose, as, the manufacturing, buying and selling of wagons, and the doing of all things necessary and incident thereto*).

5. Said business shall be located in the city of —, Ohio.

6. The duration of said limited partnership association shall be three (3) years from the date hereof.

7. The officers and managers of said partnership association shall be.

A. B., Chairman.
C. D., Secretary.
E. F., Treasurer.

In witness whereof we hereunto set our hands this — day of —, 19—.

A. B.
C. D.
E. F.

STATE OF OHIO, }
— COUNTY, } ss.

Personally appeared before me the undersigned, a notary public in and for said county on the — day of —, 19—, the above named A. B., C. D. and E. F. who severally acknowledged that they did sign the foregoing statement of association and that the same is their free act and deed for the uses and purposes therein mentioned. In witness whereof I have hereunto set my hand and seal this — day of —, 19— —

—,
Notary Public.

“Exhibit A”
Schedule.

CHAPTER XXXVIII.

PATENTS.

NOTE.

Pamphlets containing the patent laws, rules of practice of the United States Patent office, full instructions and official forms, are published for gratuitous distribution, and copies may be obtained on application to the Commissioner of Patents, Washington, D. C.

No forms for the soliciting of patents are given in this work.

The following are official forms relating to the transfer of patents, after issuance, and to the granting of licenses thereunder.

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No. 793.

ASSIGNMENT OF ENTIRE INTEREST IN AN INVENTION BEFORE THE ISSUE OF LETTERS PATENT.

Whereas I, — of —, county of —, and State of —, have invented a certain new and useful improvement in —, for which I am about to make application for letters patent of the United States; and whereas —, of —, county of —, and State of —, is desirous of acquiring an interest in said invention and in the letters patent to be obtained therefor:

Now, therefore, to all whom it may concern, be it known that, for and in consideration of the sum of — dollars to me in hand paid, the receipt of which is hereby acknowledged, I, the said —, have sold, assigned, and transferred, and by these presents

do sell, assign, and transfer, unto the said — the full and exclusive right to the said invention, as fully set forth and described in the specification prepared and executed by me on the — day of —, 19—, preparatory to obtaining letters patent of the United States therefor; and I do hereby authorize and request the Commissioner of Patents to issue the said letters patent to the said — as the assignee of my entire right, title, and interest in and to the same, for the sole use and behoof of the said — and his legal representatives.

In testimony whereof I have hereunto set my hand and affixed my seal this — day of —, 19—.

In presence of

— [L. S.]

—
—

Certificate of acknowledgment, form No. 1, page 11.

No. 794.

ASSIGNMENT OF THE ENTIRE INTEREST IN LETTERS PATENT.

Whereas I, —, of —, county of —, State of —, did obtain letters patent of the United States for an improvement in —, which letters patent are numbered —, and bear date the — day of —, in the year 19—; and whereas I am now the sole owner of said patent and of all rights under the same; and whereas —, of —, county of —, and State of —, is desirous of acquiring the entire interest in the same:

Now, therefore, to all whom it may concern, be it known that, for and in consideration of the sum of — dollars to me in hand paid, the receipt of which is hereby acknowledged, I, the said —, have sold, assigned, and transferred, and by these presents do sell, assign, and transfer unto the said — the whole right, title, and interest in and to the said improvement in — and in and to the letters patent therefor aforesaid; the same to be held and enjoyed by the said —, for his own use and behoof, and for the use and behoof of his legal representatives, to the full end of the term for which said letters patent are or may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

In testimony whereof I have hereunto set my hand and affixed

my seal at —, in the county of —, and State of —, this
— day of —, 19—.

— [L. S.]

In presence of

—
—

Certificate of acknowledgment, form No. 1, page 11.

No. 795.

**ASSIGNMENT OF AN UNDIVIDED INTEREST IN LET-
TERS PATENT.**

Whereas I, —, of —, county of —, State of —, did obtain letters patent of the United States for an improvement in —, which letters patent are numbered —, and bear date the — day of —, in the year —; and whereas —, of —, county of —, State of —, is desirous of acquiring an interest in the same:

Now, therefore, to all whom it may concern, be it known that, for and in consideration of the sum of — dollars to me in hand paid, the receipt of which is hereby acknowledged, I, the said —, have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto the said —, the undivided one-half part of the whole right, title and interest in and to the said invention and in and to the letters patent therefor aforesaid; the said undivided one-half part to be held and enjoyed by the said —, for his own use and behoof, and for the use and behoof of his legal representatives, to the full end of the term for which said letters patent are or may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

In testimony whereof I have hereunto set my hand and affixed my seal at —, in the county of —, and State of —, this — day of —, 19—.

In presence of

— [L. S.]

—
—

Certificate of acknowledgment, form No. 1, page 11.

No. 796.ASSIGNMENT OF TERRITORIAL INTEREST AFTER
GRANT OF PATENT.

Whereas I, —, of —, county of —, State of —, did obtain letters patent of the United States for an improvement in —, which letters patent are numbered —, and bear date the — day of —, in the year 19—; and whereas I am now the sole owner of the said patent and of all rights under the same in the below-recited territory; and whereas —, of —, county of —, State of —, is desirous of acquiring an interest in the same:

Now, therefore, to all whom it may concern, be it known that, for and in consideration of the sum of — dollars to me in hand paid, the receipt of which is hereby acknowledged, I, the said —, have sold, assigned, and transferred, and by these presents do sell, assign, and transfer unto the said — all the right, title, and interest in and to the said invention, as secured to me by said letters patent, for, to, and in the State of —, and for, to, or in no other place or places; the same to be held and enjoyed by the said — within and throughout the above-specified territory, but not elsewhere, for his own use and behoof, and for the use and behoof of his legal representatives, to the full end of the term for which said letters patent are or may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

In testimony whereof I have hereunto set my hand and affixed my seal at —, in the county of —, and State of —, this — day of —, 19—.

In presence of

— [L. S.]

Certificate of acknowledgment, form No. I, page II.

No. 797.

LICENSE — SHOP-RIGHT.

In consideration of the sum of — dollars, to be paid by the firm of —, of —, in the county of —, State of —. I do hereby license and empower the said — to manufacture in

said — (or other place agreed upon) the improvement in —, for which letters patent of the United States No. — were granted to me the — day of —, in the year 19—, and to sell the machines so manufactured throughout the United States to the full end of the term for which said letters patent are granted.

Signed at —, in the county of — and State of —, this — day of —, 19—

In presence of —.

—
—

Certificate of acknowledgment, form No. 1, page 11.

No. 798.

LICENSE, NOT EXCLUSIVE, WITH ROYALTY.

This agreement, made this — day of —, 19—, between —, of —, in the county of — and State of —, party of the first part, and —, of —, in the county of — and State of —, party of the second part, witnesseth, that whereas letters patent of the United States No. —, for an improvement in —, were granted to the party of the first part on the — day of —, 19—; and whereas the party of the second part is desirous of manufacturing — containing said patented improvements:

Now, therefore, the parties have agreed as follows:

I. The party of the first part hereby licenses and empowers the party of the second part to manufacture, subject to the conditions hereinafter named, at their factory in —, and in no other place or places, to the end of the term for which said letters patent were granted, — containing the patented improvements, and to sell the same within the United States.

II. The party of the second part agrees to make full and true returns to the party of the first part, under oath, upon the first days of — and — in each year, of all — containing the patented improvements manufactured by them.

III. The party of the second part agrees to pay to the party of the first part — dollars as a license fee upon every — manufactured by said party of the second part containing the patented improvements; provided, that if the said fee be paid upon

the days provided herein for semi-annual returns, or within — days thereafter, a discount of — per cent. shall be made from said fee for prompt payment.

IV. Upon a failure of the party of the second part to make returns or to make payment of license fees, as herein provided, for — days after the days herein named, the party of the first part may terminate this license by serving a written notice upon the party of the second part; but the party of the second part shall not thereby be discharged from any liability to the party of the first part for any license fees due at the time of the service of said notice.

In witness whereof the parties above named have hereunto set their hands the day and year first above written at —, in the county of — and State of —.

In the presence of

—
—

—
—

Certificate of acknowledgment, form No. 1, page 11.

CHAPTER XXXIX.

PENSIONS.

NOTE.

Full instructions and forms relating to pensions are published for free distribution and may be procured on application to the Commissioner of Pensions, Washington, D. C.

CHAPTER XL.

POWERS OF ATTORNEY.

NOTE.

A power of attorney is an instrument conferring authority upon one person to perform some act for or on behalf of another.

Powers of attorney have been classified as follows:

(1) General powers unlimited, embracing the whole business of the principal.

2. General powers limited to a branch of business of the principal.

3. A general power to perform a single transaction, not specifying the mode.

4. A special power limited to the performance of a single act.

All powers are special when both the end and means are specified.¹

Formal requirements. A power of attorney for the conveyance, mortgage or lease of any estate or interest in real property must be in writing, signed by the principal, and such signing acknowledged in the presence of two attesting witnesses, and acknowledged before some officer authorized to take acknowledgments of deeds, who must certify the acknowledgment on the same sheet on which the instrument is written, and subscribe his name thereto.² It must be recorded.³

Execution of powers. The acts performed, or instruments executed, by an attorney in fact under a power of attorney, should be performed and executed in the name of the principal.⁴

Certain defects in the execution of a deed by an attorney in fact are, by statute, declared not to invalidate the instruments.⁵ The curative provisions of this statute, however, apply only to *deeds* executed by a person under a power of attorney. An assignment of a lease, by the treasurer of a corporation, in his own name and official designation, and reciting an authority so to do, with the corporate seal, is not the act of the corporation.⁶

Word "attorney" need not be added to signature. Where an agent, in executing a power of attorney to sell, recites the agency, and describes himself in the body of the instrument as executing a power, it is not necessary that he add the word "attorney" or "agent" to his signature.⁷

¹ Layet v. Gano, 17 Ohio 466 (473).

² Rev. Stats. §§ 4108, 4106.

³ Rev. Stats. § 4131.

⁴ Norris v. Dains, 52 O. S. 215.

⁵ Rev. Stats. § 4110.

⁶ Norris v. Dains, 52 O. S. 215.

⁷ Wheeler v. Knaggs, 8 Ohio 169.

Extent of authority.

A power of attorney authorizing the attorney "to sell, transfer, and by bond, or without, under seal, if required, or otherwise convey" authorizes any mode of contracting, known to the law, in relation to real estate.⁸

Delegation of authority.

In the absence of special authority so to do an attorney in fact, authorized to sell land, cannot delegate such authority to another person by executing a power to such other person. The power must be executed by the attorney in person.⁹

Revocation.

A power of attorney to execute a deed, mortgage or lease may be revoked by the principal at any time before it has been executed by the attorney, so far as relates to the interest of the principal therein.¹⁰

Where a power of attorney has been recorded, the instrument of revocation should also be recorded.¹¹

Powers of attorney relating to personal property.

A power of attorney authorizing the transfer of personal property, or the transaction of any business relating thereto, may be recorded, if it is executed and acknowledged with the formalities of a deed or mortgage of real property.¹²

Powers of attorney for use in other states.

In preparing powers of attorney for use in other States consult the chapter on "Acknowledgments" for the requirements as to seal, witnesses, etc.

⁸ Wheeler v. Knaggs, 8 Ohio 169 (170).

⁹ Boccock v. Pavey, 8 O. S. 270.

¹⁰ Rev. Stats. § 4109.

¹¹ Rev. Stats. § 4132.

¹² Rev. Stats. §§ 4132-1, 4132-2.

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No. 799.

SKELETON FORM.

Know all men by these presents: that I, A. B., of —, do hereby make, constitute and appoint C. D., of —, my true and lawful attorney in fact, for me and in my name, place and stead, —

(See following forms for statements of the special business to be transacted, or things to be done.)

giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever, requisite, necessary and proper to be done in and about the premises, as fully, to all intents and purposes, as I might or could do,

if personally present (~~with full power of substitution and revocation~~), hereby ratifying and confirming all that my said attorney (or his substitute), shall lawfully do, or cause to be done, by virtue hereof.

In witness whereof, I have hereunto set my hand this — day of — in the year one thousand nine hundred and —.

Signed and acknowledged

A. B.

in presence of

—
—

Certificate of acknowledgment, form No. 1, page 11.

No. 800.

POWER OF ATTORNEY BY CORPORATION.

Know all men by these presents: that the A. B. Company, a corporation duly organized under the laws of —, and having its principal office in the city of —, State of —, does hereby make, constitute and appoint C. D., of —, its true and lawful attorney, for it, and in its name, place and stead, —

(See following forms for statements of the special business to be transacted, or things to be done.)

giving and granting unto its said attorney full power and authority to do and perform all and every act and thing whatsoever, requisite, necessary and proper to be done in and about the premises, as fully, to all intents and purposes, as it might or could do (with full power of substitution and revocation), hereby ratifying and confirming all that its said attorney (or his substitute) shall lawfully do, or cause to be done, by virtue hereof.

In witness whereof, said The A. B. Company has caused its corporate name to be subscribed hereto by its president, and its corporate seal to be affixed attested by its secretary, this — day of —, A. D. 19—.

Signed, sealed and
acknowledged in
presence of

The A. B. Company.
By —, President.

—
—

(Corporate Seal.)

Attest

—, Secretary.

Certificate of acknowledgment, form No. 3, page 11.

STATEMENTS IN POWERS OF ATTORNEYS OF SPECIAL BUSINESS TO BE TRANSACTED, AND THINGS TO BE DONE, BY ATTORNEYS IN FACT.

No. 801.

TO COLLECT AND SATISFY MORTGAGE.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To collect and receive the principal and interest due on a certain promissory note dated —, 19—, for \$— with interest at — per cent. per annum, executed and delivered to me by L. M. of —, and secured by a mortgage executed and delivered by said L. M. to me, dated —, 19—, and recorded in the office of the recorder of — county, Ohio, in volume —, page —, of the records of mortgages of said county, upon the following described property, to wit:

(description of property)

and upon receipt of said principal and interest to enter satisfaction, or a receipt therefor, on said mortgage, or on the margin of the record thereof, or to execute, acknowledge and deliver a certificate, or other proper instrument, of satisfaction thereof; and also to assign and transfer any and all policies of insurance on said mortgaged premises, then payable to me, or standing in my name.

No. 802.

TO TRANSACT ALL BUSINESS OF MORTGAGEE IN COUNTY RELATING TO MORTGAGES.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To demand, collect and receive payment of the principal and interest, or either, or any part of either, of all debts due me, secured by mortgages recorded or filed in — county, Ohio, now owned, or hereafter acquired by me; to endorse any and all bank checks or drafts which may be executed or drawn to my order, in payment of the same, or any part thereof; to satisfy and discharge any of such mortgages, on the original instruments, or on the margin of the record thereof, or to execute, acknowledge and deliver certificates of satisfaction or discharge thereof: to sell, assign and transfer any of said mortgages; in case of loss or damage to any insured building or buildings included within any of said mortgages, to demand, collect and re-

ceive payment of the sums of money payable by any insurance companies on account thereof: and generally to do and perform all other and further acts and things necessary or proper to the full and complete protection of the interests and rights of said principal therein, including the right to declare any mortgage debt or debts due because of default in the payment of instalments of principal or interest, and the right to institute and prosecute legal proceedings.

No. 803.

TO SELL AND CONVEY ALL REAL ESTATE IN COUNTY: PRICE AND TERMS DISCRETIONARY.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To bargain, sell and convey in fee simple by deed with or without covenants of general warranty, or other covenants usual or customary in a warranty deed, or by land contract, for such price and upon such terms of credit, and to such person or persons, as my said attorney shall think fit, the whole or any part of any lands, tenements or hereditaments owned by me in — county in the State of Ohio, or any interest therein:

To pay and satisfy all mortgages, incumbrances, taxes, and assessments that may be a lien or charge on any of said lands, tenements or hereditaments:

To receive payment of the purchase money of any and all lands so sold, and of any and all promissory notes or bonds received in payment therefor, and to satisfy and discharge any and all mortgages securing said purchase moneys.

No. 804.

TO SELL AND CONVEY REAL ESTATE, PRICE AND TERMS SPECIFIED.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To sell and convey by deed of general warranty, with the customary covenants, the following described premises, to wit:

(description of property)

for a price of not less than — dollars (\$—) payable at least one-half in cash, and the balance evidenced by a promissory note due in one year, with interest at 6 per cent. per annum, se-

cured by a first mortgage on said premises containing the customary insurance, tax and receivership clauses ;

To receive payment of the purchase money for said premises, and of the note for the deferred purchase money, and to satisfy and discharge said mortgage of record.

No. 805.

TO RELEASE DOWER.

(Insert in skeleton form at beginning of this chapter; No. 799.)

To release all my right and expectancy of dower in and to the following described premises, to wit :

(description of property)

the same to be in consideration of the payment of a purchase price therefor satisfactory to, and received by, —, my husband (or wife).

No. 806.

TO RELEASE DOWER AND SELL, MORTGAGE OR LEASE ALL REAL ESTATE IN COUNTY: TERMS AND PRICE DISCRETIONARY WITH HUSBAND OF PRINCIPAL.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To sell and convey, by land contract or deed satisfactory to the purchaser, any and all lots or parcels of land owned by me, situated in the county of —, State of Ohio: to exchange, lease, mortgage or otherwise dispose of, or incumber, any of said land: to release any and all dower rights in any land, wherever situated, owned by —, my husband; to receive and receipt for any moneys due or payable to me therefor: to pay and turn over to my said husband the proceeds of any sale, lease, mortgage or other disposition which my said attorney shall make of said lands, and all other moneys which may come into the possession of my said attorney for me, and to take the receipt of my said husband therefor: to execute any and all other instruments which my said husband may request: the price, amount and terms to be received for any of said lands shall be determined by my said husband and his signature to the instrument conveying, or disposing of, the same shall be sufficient evidence of his determination of the same.

No. 807.

TO SELL AND CONVEY ALL REAL ESTATE, AND RELEASE DOWER, PRICE AND TERMS DISCRETIONARY.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To bargain, sell and convey any and all real estate wherever situated, now owned or hereafter acquired, and whether belonging to me individually, or in common with others, or any and all interest, estate or expectancy of dower, or otherwise, in real property now owned, or hereafter acquired, by —, my husband (or wife), for such prices, upon such terms, and to such person or persons, as my said attorney may deem proper, and for said purposes to make, enter into, sign, execute, acknowledge and deliver all necessary or proper contracts, deeds, conveyances and releases of dower, and to insert therein such covenants, provisions and conditions as my said attorney may deem proper.

No. 808.

TO MORTGAGE REAL PROPERTY; DEBT AND PROPERTY SPECIFIED.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To borrow upon the security of the following described premises, to wit:

(description of property)

a sum not exceeding — dollars, to execute and deliver a promissory note therefor due — after date with interest at not to exceed — per cent. per annum, and to execute, acknowledge and deliver as security therefor a mortgage upon the above described premises, containing the customary tax, insurance and receivership clauses and with the customary covenants, provisions and conditions.

No. 809.

TO LEASE ALL REAL ESTATE IN COUNTY, RENT AND TERMS DISCRETIONARY.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To negotiate, execute, acknowledge and deliver a lease or leases of any and all real estate belonging to me situated in — county, Ohio, for such term, at such rent, and with such covenants, provisions and conditions as to him may seem best.

No. 810.

TO EXECUTE LEASE, RENT SPECIFIED.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To let and lease for a term of not less than — years, for a yearly rental of not less than \$—, the following described premises, to wit:

(description of property)

and to execute, acknowledge and deliver a proper instrument of lease thereof, containing all customary or proper covenants, conditions, and warranties.

No. 811.

TO LEASE AND MANAGE REAL ESTATE.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To negotiate, execute, acknowledge and deliver leases upon any and all real property and premises owned by me in the county of — and State of Ohio, for such rents, and with such covenants, conditions and provisions as my said attorney shall deem best; to collect, receive and receipt for all rents and moneys due and payable thereunder: to make such repairs upon the buildings on said premises as, in the judgment of my said attorney, shall be necessary or proper, to insure all buildings, and keep the same insured, for such amounts and in such companies as, in the judgment of my said attorney, shall be wise, and to pay all taxes and assessments which may be lawfully imposed upon said premises.

No. 812.

TO REPRESENT NEXT OF KIN DURING ADMINISTRATION OF ESTATE AND COLLECT DISTRIBUTIVE SHARE.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To act in all matters pertaining to the administration of the estate of —, deceased, late of — county, Ohio, in the probate court of said county, in which estate I am interested as next of kin;

To accept or receive service of all notices relating thereto, to execute all consents which my said attorney may deem proper: to demand, collect and receive all my distributive share of said

estate, and, upon receipt thereof, to execute and deliver proper vouchers, receipts and discharges therefor, with full power and authority to take and institute all steps or proceedings necessary to protect my interest therein, including the filing and prosecution of exceptions to any and all inventories, appraisements, allowances, accounts and fees, and including proceedings to remove any administrator or administrators, and including actions at law to recover my said distributive share.

No. 813.

TO REPRESENT LEGATEE DURING ADMINISTRATION, AND COLLECT LEGACY.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To demand, institute legal proceedings for, collect and receive from —, executor of the last will and testament of —, deceased, late of — county, Ohio, the legacy of — dollars, bequeathed to me in and by said last will and testament, and, upon receipt thereof, to execute and deliver proper vouchers, receipts and discharges therefor; to act for me in all matters pertaining to the administration of said estate under said last will and testament, with full power and authority to execute and deliver all such consents or waivers as my said attorney may think fit, and with full power and authority to file and prosecute exceptions to any and all inventories, appraisements, allowances, accounts, fees and charges, and to institute and prosecute proceedings for the removal of said executor or of any administrator with the will annexed (and in the event of the bringing of any action to contest said will, to take any and all steps necessary and proper to protect my interests).

No. 814.

TO RECEIVE STOCK CERTIFICATES.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To receive from The — Company, a corporation, having its principal office at —, certificates numbers — of said corporation, for — shares of its (common or preferred) stock, to be issued in my name, and to receipt therefor on the stock books of said corporation, and to sign the regulations (*or, if a foreign corporation, the constitution, by-laws, etc.*) of said corporation.

No. 815.

TO COLLECT DIVIDENDS.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To receive all dividends which are or shall be payable on the — shares of the capital stock of The — Company, now standing in my name on its books, and to give a proper receipt therefor.

No. 816.

TO TRANSFER STOCK.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To sell, assign, transfer, and set over all and any (or, — shares of) (common, or, preferred) stock of The — Company, standing in my name on the books of said company, and for that purpose to make and execute all necessary acts of assignment and transfer.

No. 817.

TO DRAW AND ENDORSE CHECKS.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To withdraw, in whole or in part, and from time to time, from The — Bank of —, Ohio, all moneys now or hereafter on deposit in my name in said bank, to sign my name to checks upon said bank for the purpose of withdrawing said deposits, to make deposits in said bank and for that purpose to endorse my name upon checks, drafts or bills of exchange drawn to my order.

No. 818.

TO TRANSACT BUSINESS WITH BANK.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To draw and endorse checks; sign and endorse promissory notes; draw, accept and endorse bills of exchange; and waive demand, notice and notice of protest of all such writings; to make and execute any and all contracts; sell, dispose of, assign and pledge notes, stock and bonds, and generally to transact any and all business for me with The Bank of —.

No. 819.

TO ENDORSE NOTES.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To endorse all promissory notes which may be executed by X. Y., as maker, in renewal of notes heretofore endorsed by me (and to endorse additional notes, for the accommodation of said X. Y., to enable the said X. Y. to obtain additional loans or advances thereon, such additional notes, however, not to exceed in the aggregate, the sum of — dollars (\$—) at any one time).

The authority herein granted shall expire on the — day of —, 19—.

No. 820.

TO COLLECT DEBTS WITH AUTHORITY TO COMPROMISE.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To demand, institute legal proceedings for, collect and receive all sums of money which are, or shall become, due, owing, payable and belonging to me, or detained from me, by any and all persons whatsoever residing in the — of —, Ohio (or, by X. Y., of —, his heirs, executors and administrators) and upon receipt thereof to execute and deliver effectual receipts, releases, and discharges therefor.

(add, if desired) Also, to adjust and compromise any and all claims which may be disputed in good faith, and to make composition and adjustment of any and all claims against debtors who may be unable to pay said claims and debts in full, for such sums and on such terms as to my said attorney shall seem reasonable and advantageous.

**Authority to
compromise
or make
composition.**

NOTE.

See *Layet v. Gano*, 17 Ohio 466; *Pollock v. Cohen*, 32 O. S. 514 (521-522).

No. 821.

TO COLLECT RENTS, ALL PROPERTY IN COUNTY.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To demand, collect and receive all rents which are now, or may from time to time hereafter become, due to me from the tenants

or occupants of any and all real property, belonging to me, situated in the county of —, State of Ohio, and upon receipt thereof to execute and deliver proper receipts therefor; and in default of payment thereof to institute such actions at law for the recovery and collection of the same, or for the recovery of possession of the premises used or occupied by the person so in default, or both, as, in the opinion of my said attorney, are necessary or proper.

No. 822.

BY DEBTOR, AUTHORIZING CREDITOR TO COLLECT RENTS AND APPLY ON CLAIM.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To collect from one L. M. the rents due and payable under and by virtue of a certain lease dated —, 19—, letting to said L. M. certain property situate at No. —, — Street, —, Ohio, for the monthly rent of \$—, said lease being recorded in volume — of leases page — of — County records, in such sum or sums as will pay and satisfy the principal and interest of a promissory note executed and delivered by me to said C. D. dated —, 19—, for \$— with interest at — per cent. per annum payable — annually.

No. 823.

TO COMPROMISE CLAIM FOR PERSONAL INJURIES.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To negotiate and consummate a compromise and settlement in full of all claims and demands which I have or ought to have against The — Street Railway Company by reason of injuries sustained by me by being struck by a car operated by said Company on the — day of —, 19—, for such sum or sums and upon such terms as my said attorney shall deem best; to collect and receive such sum or sums of money, and, upon such receipt, to execute a full and complete receipt, release, discharge, and satisfaction thereof to said company.

No. 824.**TO MAKE PARTITION WITH HEIRS: TERMS DISCRETIONARY.**

(Insert in skeleton form at beginning of this chapter, No. 799.)

To make partition and division with the other heirs of N. O., deceased, late of — county, Ohio, of my interest, or any part thereof, in the property hereinafter described, and upon any partition and division, to enter upon and take possession of any and all real property which may be set off to me as my share of the same, and to make any agreement or covenant respecting my interest, or the interests of other heirs, which to my said attorney shall seem reasonable and for my interest, and to grant, bargain, sell and convey, or release my interest or any part thereof in the following described property, to wit:

(description of property)

And to execute, acknowledge and deliver any and all proper deeds of conveyance thereof, with or without covenants and warranty; and also to receive and receipt for any sums of money which may accrue to me through said partition and division.

Also, if necessary, for any of the purposes aforesaid, to execute and deliver promissory notes or other evidences of indebtedness to other heirs, or to the holders of liens on said property, and to secure the same by a mortgage upon all real property which may be set off to me.

No. 825.**TO COLLECT DEBTS, MAKE AND ENDORSE CHECKS, NOTES AND OTHER CONTRACTS, COLLECT RENTS, PROSECUTE AND DEFEND ACTIONS, INSURE PROPERTY, BORROW MONEY ON MORTGAGE OR COLLATERAL SECURITY, AND TO COLLECT DIVIDENDS AND INTEREST.**

(Insert in skeleton form at beginning of this chapter, No. 799.)

And to my use, to demand, institute legal proceedings for, recover, collect and receive any and all manner of goods, chattels, debts, claims, demands, choses in action, duties, rents, sum and sums of money, whatsoever, due or hereafter to become due and owing or belonging to me or on any account whatsoever, by any person or persons whomsoever, and upon receipt of the same, or

any part or parts thereof, to make, execute and deliver all proper receipts, releases or other discharges of and for the same, under seal or otherwise :

To sign, execute and deliver all checks, drafts, agreements, contracts and all other instruments in writing of whatever nature as my said attorney shall deem fit :

To sign, endorse, execute and deliver and renew any and all checks, promissory notes, bonds, bills of exchange or other evidences of indebtedness, and to waive notice of demand and protest thereon, and upon any and all promissory notes, bonds, checks, drafts, or other instruments of writing which I have heretofore executed, or endorsed :

To enter into and take possession of any lands, tenements or hereditaments belonging to me, that may be unoccupied or may become vacant, or to the possession of which I may be or become entitled :

To demand, institute legal proceedings for, collect and receive all or any rents, issues and profits of any or all such lands, tenements or hereditaments, and to lease, let, or sell the same in such manner, and for such rents and upon such terms, as my said attorney shall deem proper, and from time to time to renew leases of the same, or any part or parts thereof, or to execute, acknowledge and deliver new leases thereof :

To institute, maintain and prosecute any and all actions, legal proceedings or suits, for the recovery of the possession of any of said lands, tenements and hereditaments, or for any goods, chattels, debts, claims, demands, rents, duties or choses in action, due or to become due and belonging to me ; and the same to prosecute and follow, or to discontinue or dismiss ; and to defend any action, suit or legal proceeding whatsoever that may be brought or instituted against me, and to make compromise, composition agreement, or end of controversy or litigation over and concerning such goods, chattels, debts, claims, demands, rents, duties, choses in action, matters or things, or any part thereof :

To effect insurance upon any property owned by me in such amounts and upon such terms as to my said attorney shall seem fit and proper : to sign any application for such insurance, any representation of the condition and value of said property, any agreements, promissory or premium note or other instruments

or documents that may be necessary for said purpose; and also to surrender, rescind and procure to be cancelled and annulled any policy or policies of insurance which my said attorney may so obtain, or by me heretofore obtained, and on such cancellation, or expiration, of any of said policies of insurance, to collect and receive any dividend, return premium, or deposit that may be due or payable, and on receipt of the same to execute and deliver full release and discharge therefor; also to assign and transfer any policy or policies of insurance upon any property now owned, or hereafter acquired, by me:

To borrow, upon the security of any real or personal property owned by me, any sum or sums whatsoever, and to sign, execute and deliver any bond, note, or other evidence of debt, or other instrument in writing necessary or proper for said purpose, and to execute, acknowledge and deliver, as security therefor, any mortgage, or mortgages, or other instruments in writing upon any of said property, with interest, insurance, and receivership clauses and other customary provisions, covenants and conditions: and also to endorse, assign, pledge and hypothecate any and all personal property, stocks, bonds, and other securities, policies of life insurance, and other instruments in writing as security for any such loan or loans, with power to sell, assign, transfer, convey and endorse for transfer, any stocks, bonds or other evidences of title to any property whatsoever owned by me, and to make such sale, transfer, assignment, or conveyance for such prices and upon such terms and conditions as my said attorney shall deem wise:

Also to collect and receive any dividends, interest, or other accretion or income, due or to become due upon any such stocks, bonds or other evidence of title or property, and to execute proper receipt, release and discharge therefor.

No. 826.

TO TAKE CHARGE OF EFFECTS OF SICK PERSON, DRAW BANK DEPOSIT, ETC.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To take possession of any and all moneys, goods, chattels, and effects belonging to me, wheresoever found; to draw, collect and

receive any and all moneys on deposit to my credit in the — Bank of —, Ohio;

To take charge of my person in case of sickness or disability of any kind, and to remove and place me in such institutions or places as he may deem best for my personal care, comfort, benefit and safety; and for said purposes to use and disburse any or all of said bank deposit, moneys, and other personal property.

No. 827.

TO MANAGE BRANCH STORE.

(Insert in corporation form at beginning of this chapter, No. 800.)

To conduct the business of its branch store in the city of —, Ohio: to open a bank account in its name at some bank in said city, to endorse, for deposit to its credit in said bank, checks, drafts, notes and other evidences of value, to draw and sign checks in its name against said deposits for such moneys as may be necessary from time to time in the transaction of said business, or for remittance to its principal office in the city of —: to hire and discharge employes, to sell goods, wares and merchandise connected with its said business for cash or on credit, and generally to do all things necessary or proper in its interest in the ordinary course of the business of its said branch store.

No. 828.

GENERAL CUSTOM HOUSE POWER OF ATTORNEY.

(Insert in skeleton form at beginning of this chapter, No. 799.)

To receive and enter at the Custom House of the District of —, any goods, wares, or merchandise imported by me, or which may hereafter arrive consigned to me, to sign my name, and to seal and deliver for me, and as my act and deed, any bond or bonds which may be required by the Collector of the said district for securing the duties on any such goods, wares, or merchandise. Also to sign my name to, seal, and deliver for me, and as my act and deed, any bond or bonds requisite for obtaining the debenture on any goods, wares, or merchandise when exported, and generally to transact all business at the said Custom-House in which I am or may hereafter be interested or concerned as fully

as I could if personally present. And I do hereby declare that all bonds signed and executed by my said attorney shall be as obligatory on me as those signed by myself, and this power shall remain in full force until revoked by written notice given to the said Collector.

No. 829.

CERTIFICATE OF AUTHORITY TO PAY TAXES.

(Rev. Stats., § 2847.)

I request and authorize C. D. on —, 19—, to pay — half taxes levied for the year, 19—, on following described property owned by me, amounting to \$—, situated in — of —, — county, Ohio.

Sub-Division	Original Lot	Sub-Lot	What Part	Feet Front	Street or Avenue	Feet Deep	Total Tax for 19....	Half Tax
.....
.....

This certificate is given pursuant to Section 2847, Revised Statutes of Ohio.

And I hereby promise to repay money so advanced on or before —, 19—.

Signed and acknowledged _____
 in presence of _____

Certificate of acknowledgment, form No. 1, page 11.

CONSENT OF LIENHOLDER TO THE FOREGOING AUTHORITY.

The undersigned consents that taxes be advanced as above requested, and waives priority of lien to that extent.

Signed and acknowledged _____
 in presence of _____

Certificate of acknowledgment, form No. 1, page 11.

No. 830.**APPOINTMENT, BY ATTORNEY IN FACT, OF SUBSTITUTE.**

Know all men by these presents, that, under and by virtue of the power and authority conferred upon me by and in the certain power of attorney of A. B. of —, dated —, 19—, hereto annexed marked "Exhibit A," and made part hereof, I, C. D., do hereby make, substitute and appoint E. F. of —, to be the true and lawful attorney in fact of said A. B., for him and in his name, place and stead to do and perform all and every act, matter and thing mentioned and contained in said power of attorney, as fully, to all intents and purposes, as the said A. B., or as I might or could do if personally present, and as said E. F. might or could have done, had he, by said power of attorney, been appointed the attorney in fact of said A. B., hereby ratifying and confirming all that said E. F. shall lawfully do, or cause to be done, by virtue hereof.

In witness whereof, I have hereunto set my hand this — day of —, A. D. 19—.

Signed and acknowledged
in presence of

C. D.

—
—

Certificate of acknowledgment, form No. 1, page 11.

No. 831.**REVOCATION OF POWER OF ATTORNEY.**

Know all men by these presents, that, whereas, in and by my power of attorney dated —, 19— (and recorded in the office of the recorder of — county, Ohio, in power of attorney book — page — of the records of said county), I, A. B., did make, constitute and appoint C. D., my true and lawful attorney, for me, and in my name, place and stead, to (insert statement of authority given to attorney), as will more fully appear by reference to said power of attorney. —

* Now therefore, I, the said A. B., do hereby revoke, countermand, annul and make void the said power of attorney above mentioned, and all power and authority thereby given, or intended to be given to the said C. D.

In witness whereof I have hereunto set my hand this — day
of —, 19—

A. B.

Signed and acknowledged in presence of

—

—

Certificate of acknowledgment, form No. 1, page 11.

CHAPTER XLI.

RECEIPTS AND RELEASES.

NOTE.

A receipt is a written acknowledgment of payment or delivery. A release is the relinquishment of a claim, right or interest. A simple receipt is merely evidence of the fact of payment or delivery and may be explained or varied by parol evidence. A release is a contract and, when in writing, cannot be explained, contradicted or varied by parol evidence.

It is sometimes difficult to determine whether a writing is a simple receipt, or a release. It is well settled, however, that a writing, which acknowledges the payment of money and, in addition, contains a statement of what matters or claims are satisfied by such payment, cannot be contradicted or varied by parol evidence.¹

Compromise. "Accord and satisfaction is a method of discharge of a contract, or cause of action arising in tort or contract, consisting in the substitution of an agreement between the parties in satisfaction of such contract or cause of action, and an execution of that agreement."²

The accord or agreement to accept satisfaction must be actually and fully executed to form a defense.³

Compromise of liquidated debts. The rule at common law was, that a debt which is undisputed both as to liability and amount cannot be satisfied except by payment of the full amount; and that an agreement by a creditor to accept a less amount in full settlement is not binding, although the smaller amount may have been paid by the debtor in reliance upon the agreement. This doctrine has not been expressly repudiated in Ohio, although it has been criticised by the supreme court as extremely technical.⁴

If there is the slightest change in the obligation; if the less amount is paid at a place different from that contemplated by the contract,⁵ or to a third person,⁶ or by a third person,⁷ or before it is due, or if a collateral benefit is received by the creditor, or the note of the debtor

¹ Jackson v. Ely, 57 O. S. 450; Bird v. Hueston, 10 O. S. 418 (430); Stone v. Vance, 6 Ohio 246; Fitch v. Gottschalk, 6 C. C. (N. S.) 239; Seeman v. Ohio Coal Mining Co., 22 C. C. 311, 12 C. D. 206.

² 1 Am. & Eng. Enc'y Law (2 ed.) 408.

³ Frost v. Johnson, 8 Ohio 393.

⁴ Harper v. Graham, 20 Ohio 105. See Willis v. Bateman, 37 W. L. B. 150.

⁵ Jones v. Jones, 15 C. C. 618 (626), 8 C. D. 628.

⁶ Mitchell v. Knight, 7 C. C. 204.

⁷ Leavitt v. Morrow, 6 O. S. 71.

with new security is given, the agreement to accept a less amount in satisfaction is valid.⁸

Compromise of unliquidated or disputed claims. Where there is a controversy as to liability, or as to amount, agreements of compromise, when completed and the consideration paid, are binding and are favored in law.⁹

Who may compromise claims. Attorneys at law employed to collect claims have no implied authority to compromise. Express authority from their clients is required.¹⁰

One of several joint creditors, between whom no partnership exists, cannot release the common debtor, so as to conclude the co-creditors who do not assent to the release.¹¹

An administrator or executor may compromise with debtors of the estate, with the approval of the probate court.¹²

Bastardy proceedings may be compromised by the payment, or securing to be paid, of such sum of money as the complainant is willing to receive in satisfaction, and the costs of prosecution, together with a bond to the State of Ohio with surety approved by the justice of the peace, or court, conditioned to save any county, township or municipal corporation free from all charges for the maintenance of the child.¹³

Compromise by one partner or joint debtor. At common law the release of one partner or joint debtor inured to the benefit of all other partners and joint debtors and discharged the debt of all.¹⁴

By statute, however, one partner or joint debtor may compromise his proportionate share of the indebtedness without releasing the other debtors.¹⁵

The term "joint debtors" includes persons against whom a joint judgment has been rendered in an action for tort, and one of such judgment debtors may compromise his proportionate share thereof.¹⁶

It does not, however, include joint tort feorsors, where no judgment has been rendered, unless the case is one in which there is a fixed legal measure of damages. Where the damages can be measured only in the discretion of the jury, a compromise with one joint tort feor releases all.¹⁷

Rescission of compromise. A compromise may be rescinded for fraud in obtaining it.¹⁸

The party seeking to set aside a compromise, must as a general rule, return or tender back whatever has been received by him under

⁸ Harper v. Graham, 20 Ohio 105 (117).

⁹ Ormsby v. Longworth, 11 O. S. 653 (665).

¹⁰ Holden v. Lippert, 12 C. C. 767; 4 C. D. 527; Card v. Walbridge, 18 Ohio 411.

¹¹ Upjohn v. Ewing, 2 O. S. 13; Railway Co. v. Volkert, 58 O. S. 362.

¹² Rev. Stats. § 6073.

¹³ Rev. Stats. § 5617.

¹⁴ Westcott v. Price, Wright 220.

¹⁵ Rev. Stats. §§ 3162-3166; Gardner v. Globe Oil Co., 22 C. C. 658, 12 C. D. 584; Walsh v. Miller, 51 O. S. 462.

¹⁶ Spencer v. Spencer, 35 W. L. B. 4.

¹⁷ Gilbert v. Timms, 7 C. C. (N. S.) 253, 28 C. C. 107.

¹⁸ Kezartee v. Cartmell, 31 O. S. 522.

the compromise agreement, even when the agreement was obtained by fraud.¹⁹

But restoration is not necessary where the money received was due in any event, and if returned could be recovered back.²⁰

¹⁹ Life Ins. Co. v. Burke, 69 O. S. 294.

²⁰ Bebout v. Bodle, 38 O. S. 500.

FORMS IN THIS CHAPTER.

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No. 832.

RECEIPT IN FULL.

\$ ————, Ohio, ———, 19—
Received of C. D.
——— dollars, in full of all claims and demands to date.
A. B.

No. 833.

RECEIPT FOR PAYMENT ON PROMISSORY NOTE.

\$ ————, Ohio, ———, 19—
Received of C. D.
——— dollars, in part payment of a note held by me against

said C. D. dated —, 19—, for \$—, said payment having been endorsed by me on said note.

A. B.

No. 834.

RECEIPT ON ACCOUNT.

\$— —, Ohio, —, 19—
 Received of C. D.
 — dollars, on account.

A. B.

No. 835.

RECEIPT ON ACCOUNT, INDICATING TOTAL OF PAYMENTS MADE, AND BALANCE DUE.

\$— —, Ohio, —, 19—
 Received of C. D.
 — dollars, on account, this payment making with previous payments the total sum of \$— now paid thereon and leaving a balance of \$— still due.

A. B.

No. 836.

RECEIPT FOR PART PAYMENT, ENDORSED ON PROMISSORY NOTE.

Received — dollars (\$—) on the within note.

A. B.

No. 837.

RECEIPT FOR PAYMENT OF INTEREST ON NOTE.

\$— —, Ohio, —, 19—
 Received of C. D.
 — dollars in full of interest to —, 19—, (or "to date") on a note held by me against said C. D. dated —, 19—, for \$—, said payment having been endorsed by me on said note.

A. B.

No. 838.

RECEIPT FOR RENT.

\$ ———, Ohio, ———, 19—
 Received of C. D.
 ——— dollars, being rent to ———, 19—, of store room No. ———,
 ——— St.
 A. B.

No. 839.

RELEASE OF ALL CLAIMS AND DEMANDS.

Know all men by these presents, that I, A. B. of ———, in consideration of the sum of ——— dollars (\$——) received to my full satisfaction of C. D. of ———, do hereby for myself, my executors, administrators, and assigns, release and forever discharge the said C. D., his executors and administrators, from all debts, claims, demands, damages, actions and causes of action whatsoever, from the beginning of the world to the date of these presents.

In witness whereof, I have hereunto set my hand at ———, this
 ——— day of ———, 19—.

A. B.

Signed and delivered in presence of

NOTE.

See DeHaven v. Coup, 6 Am. L. Rec. 593.

No. 840.

RELEASE OF CLAIM FOR UNLIQUIDATED DAMAGES.

Know all men by these presents, that I, A. B., of ———, in consideration of the sum of ——— dollars (\$——) received to my full satisfaction of The C. D. Street Railway Company, do for myself, my executors, administrators and assigns, hereby release and forever discharge said The C. D. Street Railway Company, together with its successors and assigns, from all debts, claims, demands, damages, actions, and causes of action whatsoever, and including such as have arisen by reason of, or in any manner grow out of, (state foundation of claim, as "the injuries received by me on ———, 19—, at ———, Ohio, while crossing ——— Street, by being struck by a street car operated by employes of said The C. D. Street Railway Company").

In witness whereof, I have hereunto set my hand at —, Ohio, this — day of —, 19—.

In presence of

A. B.

No. 841.

MUTUAL RELEASE OF ALL CLAIMS AND DEMANDS.

This agreement made and concluded at —, Ohio, this — day of —, 19—, by and between A. B. and C. D., witnesseth, that, whereas, various business transactions and dealings have taken place between said A. B. and C. D., and numerous controversies and differences have arisen between said parties with reference thereto, and whereas, said parties hereto have agreed to compromise and adjust all of said controversies and differences by the payment of the sum of — dollars (\$—) by the said A. B. to the said C. D.;

Now, therefore, in consideration of said agreement and of the payment of said sum of — dollars (\$—), the receipt of which is hereby acknowledged by the said C. D., each of said parties hereto does hereby release and forever discharge the other, his heirs, executors and administrators, from all debts, claims, demands, damages, actions and causes of action whatsoever from the beginning of the world to the date of these presents.

× In witness whereof the parties hereto have hereunto set their hands the day and year first above written.

In presence of

A. B.

C. D.

No. 842.

RELEASE TO ONE PARTNER OR JOINT DEBTOR.

(Rev. Stats., §§ 3162 to 3166 inclusive.)

Know all men by these presents, that whereas, A. B. and E. F. are jointly and severally indebted to the undersigned in the sum of — dollars (\$—), the consideration for which indebtedness is — (state consideration as "goods, wares, and merchandise sold and delivered to A. B. & Company, a partnership composed of said A. B. and E. F., which said partnership has been dissolved") and

Whereas, the undersigned has agreed with the said E. F. to

make a separate compromise with said E. F. pursuant to the statute in such case made and provided;

Now, therefore, in consideration of the sum of — dollars (\$—) paid by said E. F., the receipt of which is hereby acknowledged, the undersigned does hereby release and forever discharge the said E. F., and him only, from all and every individual liability, incurred to the undersigned by reason of the indebtedness above mentioned (or by reason of the connection of said E. F. with said firm).

In witness whereof the undersigned has hereunto set — hand this — day of —, 19—.

In presence of

No. 843.

RELEASE OF LIABILITY FOR CAUSING DEATH.

(Rev. Stats., § 6135.)

Know all men by these presents, that whereas, A. B. of —, the duly appointed, qualified and acting administrator of the estate of X. Y., deceased, late of —, — county, Ohio, was about to institute an action (or, “has instituted an action” in the court of common pleas of — county, Ohio, against The C. D. Railway Company to recover damages for the wrongful act, neglect and default of said The C. D. Railway Company, by which the death of said X. Y. was caused, and whereas, the said A. B., administrator, and said The C. D. Railway Company have agreed to compromise and settle said claim and all liability in the premises, by the payment to said A. B. as such administrator by said The C. D. Railway Company of the sum of — dollars (\$—), which said compromise and settlement has been consented to and approved by the probate court of — county, Ohio, the court by which said A. B. was appointed such administrator;

Now therefore, I, A. B. as such administrator, in consideration of said sum of — dollars (\$—), received to my full satisfaction of said The C. D. Railway Company, do hereby release and forever discharge said The C. D. Railway Company, together with its successors and assigns, from all claims, demands, damages, actions and causes of action whatsoever, and including such as have arisen by reason of, or in any manner grow out of — (state facts forming basis of claim).

In witness whereof, I have hereunto set my hand at —, Ohio, this — day of —, 19—.

In presence of

A. B., administrator
of the estate of X. Y.,
deceased.

NOTE.

See Railroad Co. v. Hottman, 1 C. C. (N. S.) 17; 15 C. D. 140.

No. 844.

RELEASE, BY PROPERTY OWNER TO RAILWAY COMPANY, OF DAMAGES FOR OCCUPATION OF STREET.

(Rev. Stats., § 3283.)

We, the undersigned A. B. and M. B., (husband and wife) of the city of —, county of — and State of Ohio, in consideration of one dollar (\$1.) received to our full satisfaction of The — Railway Company, as well as in consideration of the benefits to be derived by us from the construction of *two* railroad tracks on the — side of — street in said city of —, Ohio, do, for ourselves and our heirs and assigns, hereby release and discharge the said Railway Company, its successors and assigns, and also said city of —, Ohio, from any and all claims or demands which we may have against them, or either of them, for or on account of damages or injury to our adjoining premises, known as

(description of property)

or to our right of access to and from said premises, or in any manner growing out of the construction, maintenance or use of said tracks on said street: provided, however, that said tracks, including clearance, shall not occupy more than twenty-five feet in width of said street on said — side thereof.

Witness our hands this — day of —, 19—.

Signed and acknowledged
in presence of

—
—

A. B.
M. B.

Certificate of acknowledgment, form No. 1, page 11.

No. 845.**RELEASE OF PART OF PREMISES FROM LIEN OF MORTGAGE.**

(Rev. Stats., § 4135.)

Know all men by these presents, that I, A. B. of —, for a valuable consideration, the receipt of which is hereby acknowledged, do hereby release and discharge from the operation of a certain mortgage deed executed by C. D. to said A. B., dated —, 19—, and recorded in volume — page —, of — county records, such part of the property described therein as is known and described as follows, to wit:

(description of premises released)

Provided, however, that this release shall not be construed to waive or in any manner affect or invalidate the lien of said mortgage deed upon the residue of the real property described therein.

In witness whereof, I have hereunto set my hand this — day of —, 19—.

In presence of

A. B.

—
—

Certificate of acknowledgment, form No. 1, page 11.

No. 846.**RELEASE OF LAND FROM LIEN OF JUDGMENT.**

STATE OF OHIO, }
— COUNTY, } ss.

In the Court of Common Pleas
Execution Doc. — Page —

A. B.

Plaintiff

vs.

C. D.

Defendant.

Damages \$—

Costs \$—

Total \$—

For a valuable consideration, the receipt of which is hereby acknowledged, I, A. B., do hereby release and discharge the prop-

erty hereinafter described from all lien, incumbrance, claim or interest which I may have therein by virtue of the above mentioned judgment,

(description of property)

In witness whereof I have hereunto set my hand this — day of —, 19—.

A. B.

In presence of
—
—

Certificate of acknowledgment, form No. 1, page 11.

No. 847.

RELEASE OF PART OF PREMISES FROM MECHANIC'S LIEN.

Know all men by these presents, that whereas, A. B., on the — day of —, 19—, pursuant to the statute in such case made and provided, filed with the recorder of — county, Ohio, an affidavit in due form for a mechanics' lien on certain lands situate in said county, of which the property hereinafter described forms a part, said affidavit being recorded in volume — —page— of mechanics' lien records of said county:

Now, the said A. B., for a valuable consideration, the receipt of which is hereby acknowledged, does hereby release and discharge from all lien, incumbrance, claim or interest under and by virtue of the premises, such part of said real property as is known and described as follows, to wit:

(description of property released)

without, however, waiving or in any manner affecting his said lien upon any lands other than the part above specifically described.

In witness whereof, the said A. B. has hereunto set his hand this — day of —, 19—.

A. B.

In presence of
—
—

Certificate of acknowledgment, form No. 1, page 11.

No. 848.

RELEASE OF LAND FROM LEGACY CHARGE.

Know all men by these presents, that whereas, the last will and testament of J. B., deceased, late of — county, Ohio, was duly admitted to probate on the — day of —, 19—, in and by the probate court of said county: of which will and testament The — Trust Company of — Ohio was nominated and appointed as executor and trustee with power to sell and convey any or all real estate of said J. B., deceased;

And whereas, in and by said last will and testament the said J. B., deceased, gave, devised and bequeathed to me, A. B., the sum of — dollars (\$—) which said legacy was by said will and testament made a lien and charge upon all of the real estate of said J. B., deceased, and whereas, said The — Trust Company as the duly appointed, qualified and acting executor of and trustee under said last will and testament did, on the — day of —, 19—, sell and convey unto C. D. the following described premises upon which the aforesaid legacy is a lien and charge, to wit:

(description of property)

Now, therefore, I, A. B., in consideration of one dollar to me paid by said C. D., the receipt of which is hereby acknowledged, do hereby release and forever discharge to the said C. D., his heirs and assigns, all the lien and charge of said legacy upon the above described premises, and I do hereby remise, release and forever quitclaim to the said C. D., his heirs and assigns, all my right, title and interest in and to said premises.

In witness whereof I have hereunto set my hand this — day of —, 19—. A. B.

Signed and acknowledged in presence of

—
—

Certificate of acknowledgment, form No. 1, page 11.

No. 849.

RELEASE OF ANNUITY CHARGE UPON REAL ESTATE.

Know all men by these presents that, whereas, an annuity was created by the last will and testament of X. Y., deceased, pro-

viding for the payment to me of the sum of — dollars (\$—) per year during my natural life, said last will and testament being recorded in record book — page — of — county, Ohio, probate records of wills, said annuity being a charge and lien upon the following described real estate, to wit:

(description of property).

Now, for a valuable consideration, the receipt of which is hereby acknowledged, I do hereby release and discharge said premises from the lien and charge of said annuity payment (and I do hereby certify that said annuity has been fully satisfied and discharged).

In witness whereof I have hereunto set my hand this — day of —, 19—.

Signed and acknowledged
in presence of

—
—

Certificate of acknowledgment, form No. I, page II.

No. 850.

AGREEMENT FOR COMPROMISE OF BASTARDY PROCEEDING.

(Rev. Stats., § 5617.)

This agreement made at —, Ohio, this — day of — 19—, by and between G. H. and A. B., both of —, Ohio, witnesseth:

That, whereas, the said A. B. has been arrested upon a warrant issued by —, a justice of the peace in and for — township, — county, Ohio, on the complaint of said G. H., an unmarried woman, for being the father of a bastard child, of which the said G. H. has been delivered, (or with which the said G. H. is now pregnant) and whereas, it is the desire of both parties to compromise said proceeding pursuant to law.

Now, therefore, the said G. H., in consideration of the sum of — dollars (\$—) received to her full satisfaction of said A. B., does hereby release and forever discharge the said A. B. from all claims, debts and demands whatsoever by reason of the matters hereinbefore mentioned.

In witness whereof the parties have hereunto set their hands
the day and year first above written.

Signed and acknowledged

in presence of

L. M.

G. H.

N. O.

A. B.

STATE OF OHIO, }
— COUNTY. } ss.

Before me a justice of the peace in and for — township,
— county, Ohio, personally appeared the above named G. H.
and A. B. who acknowledged that they did sign the foregoing in-
strument and that the same is their free act and deed.

In witness whereof I have hereunto set my hand this —
day of —, 19—.

Justice of the Peace.

For bond for support of child see form No. 356.

CHAPTER XLII.

TRADE-MARKS.

NOTE.

(1) *Under United States Laws.*

Pamphlets containing instructions and forms for the registration of trademarks and of prints and labels are published for gratuitous distribution and may be obtained by application to the Commissioner of Patents, Washington, D. C.

(2) *Under the Laws of Ohio.*

The Statutes of Ohio contain provisions for the registration of names, or labels, in a few specified cases.

A few forms thereunder are contained below.

FORMS IN THIS CHAPTER.

FORM NUMBER.	PAGE.
851. Application for record of labor union label... ..	1059
852. Filing of ownership marks on bottles, etc., forregistration	1060
853. Trade mark of timber dealers.....	1061

No. 851.

APPLICATION FOR RECORD OF LABOR UNION LABEL.

(Rev. Stats., § 4364-51.)

—, Ohio, —, 19—

To the Secretary of State,
Columbus, Ohio.

The — (name of union or association) files herewith two copies, counterparts or fac-similes of the label (*or*, trademark, term, design, device, or form of advertisement) heretofore adopted and used by said union as provided in Section 4364-49 of the Revised Statutes of Ohio, and hereby makes application for record or registration of the same.

The name of the union (or association) on whose behalf such

label (*or*, trademark, term, design, device, *or*, form of advertisement) is filed is The — (name of union).

The class of merchandise and the goods to which said label (*or*, trademark, etc.) has been and is intended to be appropriated is —.

The — Union has the right to the use of said label (*or*, trademark, etc.) and no other person, firm, association, union *or* corporation has the right to such use, either in the identical form thereof, *or* in any such near resemblance thereto as may be calculated to deceive.

The copies, counterparts *or* fac-similes of said label, (*or*, trademark, etc.) are true and correct.

The — Union.
By — { President
 or
 Secretary }

STATE OF OHIO, }
— COUNTY. } ss.

—, being first duly sworn according to law, says that he is president (*or*, secretary) of The — Union, a union (*or* association) of workingmen, and that the facts and statements contained in the foregoing application are all true.

Sworn to and subscribed before me this — day of —, 19—.

Notary Public.

No. 852.

FILING OF OWNERSHIP MARKS ON BOTTLES, ETC., FOR REGISTRATION.

(Rev. Stats., § 4364-42.)

A. B., of —, Ohio, engaged in the selling of (specify the merchandise, food *or* beverage) in bottles (and—, specify other vessels, if used), having and using the name (*or*, names, *or* mark of ownership), hereinafter copied *or* described, stamped (*or*, blown, etc.) upon such bottles, (vessels, covers, stoppers, boxes, receptacles, etc.) hereby files in the office of the Secretary of State of Ohio, for registration pursuant to Section 4364-42 of the Revised Statutes of Ohio, the name (*or*, names, *or* marks of

ownership) " — " (copy or describe name, or marks of ownership).

A. B.

—, Ohio, —, 19—.

No. 853.

TRADE-MARK OF TIMBER DEALERS.

(Rev. Stats., § 4364-56.)

Trade-Mark.

Notice is hereby given that I (*or*, we, etc., as the case may be,) have adopted the following trade-mark, to be used in my, or our, business as timber dealers, to wit: (Here insert the letters, words or figures, etc., constituting the trade-mark, or if it be any device other than words, letters or figures, etc., insert a facsimile thereof).

Dated this — day of —, nineteen—.

Signed and acknowledged
in presence of

—
—

Certificate of acknowledgment, form No. 1, page 11.

CHAPTER XLIII.

TRUSTS.

NOTE.

A trust is an obligation arising out of a confidence reposed in a person to whom the legal title to property is conveyed, that he will faithfully apply the property according to the wishes of the creator of the trust.¹

A writing is not necessary in order to create a trust, even in land.²

A declaration of trust is an acknowledgment that property, the title to which the declarant holds, belongs in whole or in part, to another.³

Forms of declarations of trust, only, are given in this chapter.

Forms for the creation of trusts by deed, or by will, are given under the titles "Deeds," "Wills," and "Assignments for Creditors," respectively.

¹ Anderson's Dictionary of Law.

³ Anderson's Dictionary of Law.

² Harvey v. Gardner, 41 O. S. 642.

FORMS IN THIS CHAPTER.

FORM NUMBER.	PAGE.
854. Declaration of trust in land.....	1062
855. Declaration of trust in notes and mortgage.....	1063
856. Declaration of trust in stocks, (creditor as trustee)	1065

No. 854.

DECLARATION OF TRUST IN LAND.

Know all men by these presents, that, whereas, on the — day of —, 19—, one L. M., did bargain, sell and convey to A. B. of —, Ohio, by deed of general warranty, for the sum or price of — dollars (\$—) the following described real property, to wit:

(description of property)

and whereas, the purchase price of said property was advanced

and paid by the following persons in the amounts set opposite their respective names, to wit:

by said A. B. the sum of — dollars (\$—)

by C. D. the sum of — dollars (\$—)

by E. F. the sum of — dollars (\$—)

Now, therefore, the said A. B. does hereby acknowledge, certify and declare that said purchase has been made by him on behalf of the said C. D. and E. F. as well as on his own behalf, and that he holds, and will continue to hold, said premises, in trust, for the use and benefit of said C. D., E. F. and A. B., their heirs and assigns, in the proportions in which the said C. D., E. F. and A. B., respectively, contributed the purchase money thereof.

In witness whereof the said A. B. has hereunto set his hand this — day of —, A. D. 19—.

A. B.

Signed and acknowledged

in presence of

—

—

Certificate of acknowledgment, form No. 1, page 11.

No. 855.

DECLARATION OF TRUST IN NOTES AND MORTGAGE.

Know all men by these presents, that, whereas, C. D., of —, Ohio, has, contemporaneously with the execution of these presents, executed and delivered to The A. B. Trust Company, a corporation duly organized and existing under and by virtue of the laws of Ohio, with its principal office and place of business in the city of —, Ohio, — promissory notes of even date herewith for the sum of — dollars (\$—) each, with interest at — per cent. per annum, payable semi-annually; principal and interest payable at the office of said The A. B. Trust Company, said notes becoming due and payable as follows:

One note due —, 19—,

One note due —, 19—,

One note due —, 19—, etc.

And whereas, to secure the payment of said notes, the said

C. D. has executed and delivered to said The A. B. Trust Company his mortgage deed of even date herewith, conveying to said Trust Company, its successors and assigns, the following described premises, to wit :

(description of property).

And whereas, said mortgage contains a provision that all of said notes shall immediately become due and payable in case of the failure of said C. D., his heirs or assigns, to pay any of said notes as they respectively mature, or to punctually pay the interest when the same becomes due.

And whereas, the promissory notes and mortgage, above described, were given to secure a loan of money, which said money was advanced and furnished by the following persons in the amounts set opposite their respective names, to wit :

E. F. of —, Ohio, — dollars (\$—)

G. H. of —, Ohio, — dollars (\$—)

I. J. of —, Ohio, — dollars (\$—)

L. M. of —, Ohio, — dollars (\$—)

Now, said the A. B. Trust Company does hereby admit, certify and declare that it holds said promissory notes and mortgage, in trust, to collect and receive the principal and interest, as provided therein, only, as the same shall become due and payable by the terms thereof: and that it holds said promissory notes and mortgage for the benefit of the persons hereinbefore named, their executors, administrators or assigns, in the amounts set opposite their respective names; and that whenever and as often as the principal and interest collected and received by it amounts to — dollars (\$—) or more, it, the said trustee, will, after deducting proper compensation for its services, distribute the same to the respective persons entitled thereto, their executors, administrators or assigns, in their proper proportions.

Said trust is accepted, and this admission and declaration is made, only upon the following terms and conditions, to wit :

(1) That The A. B. Trust Company is and shall be bound to the exercise of ordinary diligence, only, in the collection of said promissory notes as the same shall mature.

(2) If foreclosure or other legal proceedings shall become necessary for the collection of said notes, said The A. B. Trust Company may employ suitable attorneys, whose reasonable compensation shall be a first charge upon said notes and upon the proceeds

thereof, and said trustee shall not be liable for any neglect, omission or wrong doing of said attorneys, reasonable care being exercised in their selection.

(3) Said Trust Company assumes no responsibility concerning the title to the property covered by said mortgage, or concerning prior liens thereon, or any taxes or assessments now or hereafter levied against said premises, or any insurance on the buildings thereon.

(4) The Trustee shall be under no obligation to institute or defend any action in respect hereof, unless properly indemnified to its satisfaction.

In witness whereof said The A. B. Trust Company has caused its corporate name to be signed to these presents by its president, and its corporate seal to be hereto affixed attested by its secretary this — day of —, A. D. 19—.

The A. B. Trust Company.

Signed, sealed and
acknowledged in
presence of

By — President.

Attest — Secretary.

— (Corporate seal.)

—

Certificate of acknowledgment, form No. 3, page II.

No. 856.

DECLARATION OF TRUST IN STOCKS (CREDITOR AS TRUSTEE).

Know all men by these presents, that, whereas, C. D. of —, Ohio, being indebted to me in the sum of — dollars, evidenced by his promissory note for said amount dated —, 19—, with interest at — per cent. per annum, did, as security therefor, on —, 19—, assign and transfer to me certificates for — shares of the capital stock of The — Company, a corporation having its principal office in the city of —, Ohio, and

Whereas, with the consent of said C. D., I have had said shares transferred to my name upon the books of said corporation, and a new certificate issued to me therefor, being certificate number — for said — shares.

Now therefore, I do hereby acknowledge and declare that I hold said shares in trust to secure the payment of said note; to collect and receive the dividends hereafter declared on said shares and to apply the same to the payment of said note and interest, and upon full payment of the same, to assign and transfer said shares to said C. D., or to such other person as he may, in writing, designate.

Witness my hand this — day of —, 19—.

CHAPTER XLIV.

WILLS.

NOTE.

A will is "an instrument by which a person makes a disposition of his property to take effect after his decease."¹

A codicil is a supplement to a will. Its province is not to revoke a will, but to change, add to, or subtract from, a will.²

A will and codicil are taken together as parts of one and the same instrument.³

A *devise* is a grant, by will, of real estate.

A *legacy* or *bequest* is a gift, by will, of personal property.

Who may make a will.

Any person of full age, and of sound mind and memory, and not under any restraint, having any property, personal or real, or any interest therein, may dispose of

the same by will.⁴

Form and execution of will.

A will must be in writing, either typewritten or handwritten, and must be signed at the end by the party making the same (the testator), or by some other person in his presence and by his express direction, and

must be attested and subscribed, in the presence of such party, by two or more competent witnesses, who saw the testator subscribe, or heard him acknowledge the same.⁵

Devisee or legatee as witness.

If a devise or bequest is given to a person who is a witness to the will, and the will cannot otherwise be proven than by the testimony of such witness, the devise or bequest is void, and the witness is competent to

testify as to the execution of the will. But if such witness would have been entitled, in the absence of a will, to a share of the estate, so much of such share as shall not exceed the bequest shall be saved to him.⁶

Bequests to charitable purposes.

Any devise or bequest to charitable purposes, if the testator leave any issue, or an adopted child, or their legal representatives, is void unless the will was executed according to law at least one year prior to the

decease of the testator.⁷

¹ Crane v. Doty, 1 O. S. 279.

² Giffen v. Brooks, 3 C. C. 110.

³ Phipps v. Hope, 16 O. S. 586.

⁴ Rev. Stats. § 5914.

⁵ Rev. Stats. § 5916; Haynes v.

Haynes, 33 O. S. 598; Irwin v. Jacques, 71 O. S. 395; Keyl v. Feuchter, 56 O. S. 424.

⁶ Rev. Stats. § 5925.

⁷ Rev. Stats. § 5915.

After acquired property. Property acquired by the testator after the making of his will, passes thereby, if such intention clearly and manifestly appears by the will.⁸

Nuncupative wills. A verbal will, made in the last sickness, is valid in respect to personal estate, if reduced to writing, and subscribed by two competent witnesses, within ten days after the speaking of the testamentary words, and if it be proved, by said witnesses, that the testator was of sound mind and memory, and not under any restraint, and called upon some person present, at the time the testamentary words were spoken, to bear testimony to said disposition as his will.⁹

Joint and mutual wills. It has been held that two persons cannot dispose of property by uniting in one will, when such will is in the nature of a contract which neither person can revoke.¹⁰

But where the bequests are severable and the instrument is not in the nature of a contract, but is, in effect, the will of each, revocable by him, two persons may unite in one will.¹¹

A husband and wife may, by separate wills, make practically the same disposition of their respective property; and such wills do not constitute a joint will, although each refers to the will of the other.¹²

Revocation of wills. A will may be revoked by the tearing, cancelling, obliterating, or destroying of the same with the intention of revoking it, by the testator himself, or by some person in his presence, or by his direction; or by another will or codicil properly executed.¹³

The birth of a child revokes a will, if the testator had no children at the time of its execution, unless an intention to exclude afterborn children appears from the will.¹⁴

⁸ Rev. Stats. § 5969.

⁹ Rev. Stats. § 5991.

¹⁰ Walker v. Walker, 14 O. S. 157.

¹¹ Betts v. Harper, 39 O. S. 639.

¹² Coghlin v. Coghlin, 4 C. C. (N. S.) 161.

¹³ Rev. Stats. § 5953.

¹⁴ Rev. Stats. § 5959.

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No. 857.

WILL, SIMPLE FORM, LEAVING ESTATE TO WIFE.

I, A. B., of the — of —, county of —, and State of Ohio, being of full age and of sound mind and memory, do make, publish and declare this to be my last will and testament, hereby revoking all wills by me heretofore made.

Item I. I direct that all my just debts and funeral expenses be paid out of my estate as soon as practicable after the time of my decease.

Item II. All the property, real and personal, of every kind and description, wheresoever situate, which I may own or have the right to dispose of at the time of my decease, I give, bequeath and devise to my wife, M. B., absolutely and in fee simple.

Item III. I make, nominate and appoint my wife, M. B., to be the executrix of this, my last will and testament, and I request that no bond be required of her as such. I further request that no inventory of my estate be made or taken in so far as the same may be lawfully omitted.

Dated at —, Ohio, this — day of —, A. D. 19—.

**Attestation
clause.**

Signed by A. B. and by him acknowledged to be his last will and testament in our presence, sight and hearing, who at his request have hereunto subscribed our names as witnesses in his presence and in the presence of each other, at —, Ohio, this — day of —, A. D. 19—.

—, residing at —.

—, residing at —.

No. 858.**ATTESTATION CLAUSE, ANOTHER FORM.**

Signed and acknowledged by the said A. B. as and for his last will and testament in our presence, and by us subscribed as attesting witnesses in his presence and at his request and in the presence of each other this — day of —, A. D. 19—

—, residing at —.

—, residing at —

No. 859.**WILL, LEAVING ESTATE TO WIFE, ANOTHER FORM, GIVING EXECUTRIX POWER OF SALE AND COMPROMISE.**

I, A. B., of the city of —, county of —, and State of Ohio, do make and publish the following as my last will and testament, hereby revoking all former wills made by me.

Item I. I direct that all my just debts and funeral expenses be first paid out of my estate.

Item II. Reposing full confidence in my beloved wife, M. B., and knowing that the welfare of our children, —, and —, can be safely entrusted to her, I give, devise and bequeath all of my estate, real, personal and mixed, wheresoever situate, to my said wife, M. B., and to her heirs forever.

Item III. I hereby nominate and appoint my said wife, M. B., the executrix of this my last will and testament, hereby authorizing and empowering my said executrix to compound, compromise, settle and adjust all debts and claims which may be presented against my estate, or which may be due to my estate; and to sell, at private or public sale, at such prices, and upon such

terms of credit or otherwise, as she may deem best, the whole or any part of my real estate or personal property, and to execute, acknowledge and deliver deeds and other proper instruments of conveyance thereof to the purchaser or purchasers.

I direct that no bond be required of my said executrix, and that no inventory or appraisal of my estate be made.

In witness whereof I have hereunto set my hand and seal at —, Ohio, this — day of —, A. D. 19—.

A. B. (SEAL)

**Attestation
clause.**

Signed, sealed and acknowledged by the said A. B. to be his last will and testament before us and in our presence, and by us signed as witnesses at his request, in his presence and in the presence of each other, at —, Ohio, this — day of —, A. D. 19—.

L. M., residing at —, Ohio.

N. O., residing at —, Ohio.

P. R., residing at —, Ohio.

NOTE.

In some States three witnesses are required, and in other States a seal must be affixed. It is prudent in executing a will which disposes of a large estate, some of which may be in other States, to affix a seal and to have three witnesses to its execution.

No. 860.

WILL MAKING SPECIFIC BEQUESTS, WITH DEVISE TO WIDOW FOR LIFE OR DURING WIDOWHOOD AND WITH RESIDUARY CLAUSE.

I, A. B., of the — of —, county of —, and State of Ohio, being of full age and of sound mind and memory, do make, publish and declare this to be my last will and testament hereby revoking all wills by me heretofore made.

Item I. I direct that all my just debts and funeral expenses be paid out of my estate as soon as practicable after the time of my decease.

Item II. I give and bequeath to my sister, — of —, the sum of — dollars (\$—) in cash.

Item III. I give and bequeath to — College, of —, the

sum of — dollars (\$—) in cash, to be applied for the general purposes of such college.

Item IV. I give and bequeath to my wife, M. B., all the household furniture, books, pictures and all other household effects which shall be in and about my residence at the time of my decease.

Item V. I give and devise to my wife, M. B., during her natural life, or so long as she remains my widow, my real property (situate at the corner of — and — streets, in the city of —Ohio). After the death of my said wife, M. B., or in the event of her remarriage, I give and devise said real property to my sister, —, of —, her heirs and assigns forever.

Item VI. All the residue of the estate, real and personal, of every kind and description, whersoever situate, which I may own or have the right to dispose of at the time of my decease, I give, devise and bequeath to —, of —, absolutely and in fee simple.

Item VII. I make, nominate and appoint — of — to be the executor of this, my last will and testament.

In witness whereof I have hereunto set my hand at — Ohio, this — day of —, A. D. 19—.

A. B.

(Attestation clause, see first forms in this chapter.)

No. 861.

LEGACY TO WIFE, IN TRUST FOR SON, TO BE PAID TO HIM AT CERTAIN AGE.

Item —. I give and bequeath to my wife, M. B., the sum of — dollars (\$—) in trust, however, to hold and control, and to invest and re-invest the same in United States, State or municipal bonds or in first mortgages upon improved city real estate, and to apply the income thereof, from time to time, for the education, (support) and benefit of our son A. B. Jr., as my said wife shall, in her discretion, deem best, and when the said A. B. Jr. shall arrive at the age of twenty-five (25) years, said trust shall cease and determine and said trustee shall then assign and transfer the said trust fund to him, to be his absolutely and forever. Provided, however, if said A. B. Jr. shall die before

arriving at such age of twenty-five (25) years leaving issue, said trust fund shall pass to and vest in such issue; but if he shall die before arriving at such age of twenty-five (25) years leaving no issue, then such trust fund shall pass to and vest in my said wife. I direct that my said wife be not required to give bond as such trustee.

No. 862.

PROVISION IN TRUST FOR WIFE, FOR LIFE, REMAINDER TO CHILDREN, TRUST TO CONTINUE AS TO DAUGHTER'S SHARE, DURING LIFE.

Item —. I give, bequeath and devise to The — Trust Company of —, Ohio, my residence property now known as No. — — street in the city of —, Ohio, together with all furniture and household effects in use in and about such residence at the time of my death, and also the sum of — dollars (\$—), in trust, however, for the uses and purposes and for the benefit of the persons hereinafter named, to wit:

During the life of my wife, M. B., she shall by the trustee be permitted the use and enjoyment of such residence property and furniture and household effects, which shall, by the trustee, and at the expense and charge of said trust fund, be maintained for her use and benefit, all taxes and public charges being paid thereon, and the same being kept continuously insured against loss or damage by fire and kept in good repair and condition for her enjoyment. During such period said sum of — dollars (\$—) shall be invested and re-invested from time to time in such securities as, in the judgment of the trustee, will insure such reasonable income as shall be consistent with safety of investment, it being allowed, in addition to the securities prescribed by statute for the investments of Trust Companies or trustees generally, to invest in improved city real estate, or in bonds or stocks of incorporated companies upon which interest or dividends, as the case may be, have been regularly paid for the period of five (5) years prior to the time of making the investment.

During the life of my said wife the trustee shall, quarterly, or oftener, pay to her the income arising from such trust fund.

Upon the death of my said wife the trust as to said furniture and household effects shall cease and the trustee shall convey

and transfer the same to my son, J. B., and my daughter, L. B., to be divided between them as they may agree.

In case they fail to agree, such division shall be made between them by the trustee in the exercise of its discretion.

The remainder of said trust fund shall then be divided into two equal parts. One part thereof shall be paid by the trustee to my son, J. B., if he shall be then living and arrived at the age of twenty-five (25) years. If he be then living and not arrived at such age the trustee shall retain such part for investment and re-investment, with like powers, until my said son arrives at the age of twenty-five (25) years, or until his previous death, it paying to him, or applying for his benefit, the net income arising from such fund in the meantime, quarterly, or oftener, and on his arriving at such age of twenty-five (25) years the trustee shall pay to him such part.

In case my said son shall die before arriving at such age, then such part shall pass to my daughter, L. B., if she be then living, and be held by the trustee for her benefit as is hereinafter provided for the other part of said trust fund, and on her death to pass in like manner as is hereinafter provided for such other part.

If my daughter should not be then living, then such part shall pass to and vest in the next of kin, of my blood, of my said son.

The other part of said trust fund shall be retained by the trustee for investment and re-investment, with all the powers hereinbefore given, and the net income therefrom shall, during the life of my said daughter, L. B., be paid to her, quarterly or oftener, by the trustee, or applied by it for her benefit. Upon the death of my said daughter such part shall pass from said trust fund to such persons as she, my daughter, may, by will, designate and appoint, or in default of such appointment, then the same shall pass to and vest in her next of kin of my blood.

No. 863.

RESIDUARY CLAUSE, MAKING PROVISION FOR SON AND CREATING DISCRETIONARY TRUST FOR DAUGHTERS.

Item — All the residue of the estate, real and personal, where-soever situate, which I may own or have the right to dispose of at

the time of my decease, I direct to be divided into three equal parts.

One of such parts I give, devise and bequeath to my son A. B. Jr., absolutely and in fee simple. The remaining two parts I give, bequeath and devise to A. B. Jr., and R. B. in trust, nevertheless for the uses and purposes following, to wit :

One part to be received by them in trust for the use and benefit of my daughter, L. B. ; such part to be under the sole charge, control and management of my said trustees, who shall invest and re-invest the same as in their judgment they shall deem best, and shall pay over to her for her support and comfort, or use for her benefit, so much of the income thereof as is, in their judgment and discretion, proper, and at her decease, said part, and the increase thereof, shall pass to her heirs ; provided, should she die leaving a husband and no children, then one-third of such part is hereby bequeathed and devised to such husband, and the other two-thirds is hereby bequeathed and devised to her other heirs.

The remaining part to be received by my said trustees in trust for the use and benefit of my daughter N. B., the same to be under the full charge, control and management of my said trustees who shall invest and re-invest the same as in their judgment they shall deem best, and until my said daughter arrives at the age of twenty-one (21) years shall pay the net income thereof to my wife, M. B., to be by her applied for the support and education of my said daughter, N. B., and after my said daughter arrives at the age of twenty-one (21) years, then my trustees shall pay over to said N. B. for her support and comfort, or use for her benefit, so much of the income thereof as is, in their judgment and discretion, proper ; and at her decease, said part and the increase thereof shall pass to and vest in her heirs ; provided, however, should she die leaving a husband and no children, then one-third of such part is hereby bequeathed and devised to such husband and the other two-thirds are hereby bequeathed and devised to her other heirs.

No. 864.

PROVISION IN TRUST FOR WIFE AND DAUGHTER, WITH POWERS OF APPOINTMENT.

Item — All the residue of the estate, real and personal, of every kind and nature, wheresoever situate, which I may own or

have the right to dispose of at the time of my decease, I give, devise and bequeath to The — Trust Company of —, in trust, however, upon the trusts and for the objects and purposes following, to wit:

Said trustee, or its successors in the trust, shall hold, manage and control such property during the continuance of the trust with power as to real estate to improve, lease, rent, sell and convey the same, or any part thereof, in the exercise of its discretion; and as to the personal property, to hold, control, sell, invest and re-invest the same in such manner as it may think best, with full power of converting realty into personalty, and personalty into realty. The power to mortgage or pledge the property, or to borrow money is not hereby given.

In case my wife, M. B., and daughter, L. B., or either of them or the survivor of them, shall desire to use and occupy my homestead property in —, Ohio, or any designated part thereof as their, or her, fixed place of residence, and they, or either of them, shall so notify my trustee in writing, they shall be permitted the use thereof without the payment of rent, but on the condition, however, that during such use, they shall, at their own expense, keep the buildings in good condition and repair, and insured against loss or damage by fire in a reasonable amount, and they shall provide for the payment of all taxes, assessments and public charges levied upon the same. In the event that such homestead property shall not be required by my wife and daughter, or either of them, after my death, for such use, or, in case of such use being discontinued by them or either of them, or in case of failure to comply with the conditions attending such use as above described, such property shall be treated as property in the possession of my trustee, for conversion into income producing property, according to its judgment.

One-half of such trust fund, shall be taken to be held for the sole use and benefit of my wife, M. B., during her life, and during such time my trustee shall pay to her, quarterly, or oftener, the income arising from said one-half thereof, after payment of its proper proportion of the expense attending the administration of the trust, and on her death such one-half shall pass from said trust fund to such person or persons as my said wife may, by last will, designate and appoint: in default of such appointment, then, if my daughter be living, such one-half interest shall pass to her,

or, if she be dead, to her surviving issue, provided she leave issue surviving her; otherwise to such person or persons as my daughter may have designated by last will, or in default of such appointment then one-half of the same to my heirs under the statute of descent and distribution of the State of Ohio, now in force; and the other one-half to — College of —, Ohio, or its trustees for the general purposes thereof.

The other one-half of such trust fund shall be taken to be held for the use and benefit of my daughter L. B. during her life, during which time the trustee shall, quarterly, or oftener, pay to her the income arising therefrom, after deducting its proper proportion of the expenses attending the administration of the trust, and upon the death of my daughter, should she die without issue, such one-half of the property of the trust fund shall pass from such trust fund to such persons as she, my daughter, may by will designate and appoint, or, in default of such appointment, then if my wife, M. B., be living, such one-half interest shall pass to her, or, if she be dead, to such person or persons as my said wife may have designated by last will, or in case neither of them shall so designate and appoint, then one-half to my heirs under said statutes and one-half to said — College.

Upon the death of my daughter, if she shall leave issue surviving her, her interest in said trust fund (one-half thereof) shall immediately pass to and vest in such surviving issue, per stirpes, and such trust be determined as to the same.

Should my wife die before my death then the entire income of said trust fund shall be payable to my daughter during her life, and the entire fund shall, in such case, on her death pass to her issue, or by her appointment, or in default thereof, in such manner and to the same persons as above provided with respect to such one-half interest in such fund held for her benefit.

Should I survive my daughter, she dying without issue, then the entire income of such trust fund shall be payable to my wife during her life, and the entire fund shall on her death pass upon her appointment, or in default thereof by her, in like manner and to the same persons as above provided with respect to such one-half thereof, so held for her benefit during her life. But if my daughter shall die before me, leaving issue surviving at the time of my death, then such one-half of such trust fund shall at once pass to such issue, per stirpes.

The provisions herein made for my wife are intended to be in lieu of her dower interest in my real estate, and distributive share of my personal property, as well as her claim to a year's support, and are conditional upon her formal relinquishment of such rights by election or otherwise. Should she, for any reason, elect not to take under the provisions of my will, then my entire estate, subject to her claims at law upon the same, and the payment of the specific bequests hereinbefore made, shall pass to and be held by said trustee for the sole use and benefit of my daughter during her life and, upon her death, shall take the same course of disposition, in the same manner, and under the same powers, as hereinbefore provided with regard to such one-half interest in the property forming the subject matter of said trust.

No. 865.

TRUST PROVISION FOR CHILDREN IN WILL OF WIDOWER: INCOME PAYABLE TO GUARDIANS APPOINTED BY THE WILL. ON ALIENATION OF INTEREST BY BENEFICIARIES, TRUST TO BECOME DISCRETIONARY.

Item —. All the residue of the estate, real and personal, wheresoever situate, which I may own or have the right to dispose of at the time of my decease I give, bequeath and devise to The — Trust Company of —, Ohio, and to its successors, upon the following trusts and not otherwise:

To hold, manage and control for the objects and purposes hereinafter expressed, with power and authority to sell and dispose of the same or any part thereof, either together or in parcels, at public auction or at private sale, upon such terms and subject to such conditions, and in such manner in all respects as it shall think fit and proper, with power to buy in, rescind or vary any contracts of sale, and to resell without being responsible for loss thereby in good faith sustained; and, for the purposes aforesaid, to execute all such deeds and assurances as it shall think fit as fully and with like effect as I could if living. I further confer upon said trustee the authority to invest the proceeds realized from the sale of such property, in United States, State or municipal bonds, or in first mortgages upon im-

proved city real estate, or in the bonds or stocks of corporations which have regularly paid interest or dividends for the period of five (5) years prior to the time of such investment, or in such other securities of unquestioned safety as it may deem wise, giving to the trustee absolute discretion as to the terms, conditions and rate of interest in respect to such investments or loans, and with authority to re-invest said fund; and from the net income thereof I direct the trustee to pay:

Provision for Housekeeper. (1) To Mrs. M. N. the sum of — dollars (\$—) when my son, A. B., Jr., shall, or would if he lived so long, attain the age of twenty-five (25) years, providing she shall then be living and providing said trustee shall be of the opinion that she has discharged the trust hereinafter confided to her to the best of her ability. In case the surplus net income of the trust fund shall be insufficient to pay this bequest, I direct that it be paid from the principal of my estate.

(2) From the net income of said trust fund, until my said son, A. B., Jr., shall attain said age of twenty-five (25) years, or would have attained such age had he lived, I direct said trustee to pay, in quarterly instalments, to said Mrs. M. N., so long as she shall continue to act as guardian under the appointment hereinafter made, and thereafter to her successor or successors to be chosen by the probate court of — county, Ohio, such sums as the said Mrs. M. N. and C. D., hereinafter named as guardians, or their successors, to be appointed by the probate court of — county, Ohio, may deem necessary for the maintenance and education of my son, A. B., Jr., and my daughter, L. B. During such period the expense of maintaining a common home for said children and for the said Mrs. M. N., so long as she shall act as guardian for said children, to be paid from said income.

There shall be further included as an item of charge against said income the sum of — dollars (\$—) per month to be paid to the said Mrs. M. N., for services as guardian so long as she shall act as such, the same to be in full compensation and satisfaction for all services to be rendered by her.

After my said son shall have attained the age of twenty-five (25) years, and from then until he shall be thirty (30) years of age, I direct my said trustee to pay to him, annually, one-

half of the entire net income of said trust fund, and during the same period, irrespective of whether my son shall live so long or not, to pay the remaining half to my daughter, L. M. When my son shall, or would if he lived so long, attain the age of thirty years, I direct the trustee to divide said trust fund into two equal portions, such division to be made in lands, stocks, bonds and securities then belonging to my estate, according to the absolute discretion of said trustee. One-half of said portion, being one-fourth of said trust fund, I direct the trustee by proper instruments of conveyance to transfer, assign and deliver to my said son, such portion thereafter to be his and his heirs absolutely and forever. The remaining half of said portion I direct the trustee to retain, manage and control, with like powers and duties as hereinbefore expressed, and to pay the net income derived therefrom to my said son in quarterly instalments so long as he shall live.

One-half of the other portion, being one-fourth of said trust fund, I direct said trustee at said time, by proper instruments of conveyance to transfer, assign and deliver to my daughter, L. B., to be hers and her heirs, absolutely and in fee simple. The remaining one-half of said portion I direct said trustee to retain, manage and control, with like powers and duties as above expressed, and to pay the net income derived therefrom to my daughter in quarterly instalments so long as she shall live.

The bequests hereinbefore made for my said son and daughter shall not by them, or either of them, be alienated or disposed of, or in any manner incumbered, while so in the possession and control of the trustee. If my son or daughter, or either of them, should at the time of my death have alienated, charged, disposed of or incumbered, or shall at any time thereafter alienate, charge, dispose of, or incumber, said income, or any part thereof, or any interest therein, or the principal sum so provided to be given to them, before the same shall have been delivered to them under the provisions of this will; or if, by reason of insolvency, bankruptcy or other event happening either before or after my death, said income shall wholly or in part cease to be personally enjoyed by my said son or my said daughter, respectively, as hereinbefore provided, and the same, or any part thereof, shall, or, but for this proviso, would become vested in

If beneficiaries attempt to alienate interest, trust to become discretionary.

some other person or persons, then the trust hereinbefore expressed concerning the said income and said principal sums shall thereupon cease and determine as to the child whose interest may be so affected, or as to both in case the interest of both shall become so affected by this clause of my will, and all income and principal otherwise hereinbefore bequeathed to such child or children shall thereafter be held and distributed by the trustee during the residue of the life or lives of such child or children, according to the absolute discretion of said trustee; and the trustee shall pay to such child or children, or for their maintenance and support, thereafter from such income or principal, such sums, and such sums only, as, in its absolute and unqualified discretion, it shall deem fit and proper.

Power of appointment.

All the property hereinbefore devised and bequeathed to my said children or to the trustee in trust for them, I authorize and empower them to dispose of by will as they may desire, and in case either or both of them shall die intestate, the share of the one or ones so dying intestate shall pass to and vest in his or her next of kin of my blood.

Appointment of guardians.

I nominate and appoint said Mrs. M. N. and C. D. to be the guardians of my said son, A. B., Jr., and my said daughter, L. B., during their respective minorities and thereafter until my son shall, or would, attain the age of twenty-five (25) years; with full power and authority to receive the income hereinbefore provided for, and to apply the same according to their discretion for the support and education of my said children and otherwise for their benefit.

No. 866.

BEQUEST OF SHARES OF STOCK, IN TRUST, FOR SONS.

Item — I give and bequeath to my wife, M. B., — shares of the capital stock of The — National Bank of —, Ohio, — shares of the capital stock of The — Company of —, Ohio, and — shares of the capital stock of The — Steamship Company, in trust, nevertheless, to hold the same, collect and apply the dividends for the education and benefit of our sons, A. B., Jr., and J. B., as said trustee in her discretion may

deem wise and for their best interest. I direct that none of said shares of stock be sold but in the event of the liquidation of any of said corporations I direct my said trustee to immediately re-invest the moneys derived therefrom in first mortgages upon improved city real estate, or in municipal bonds. As each son shall respectively arrive at the age of twenty-five (25) years, I direct my said trustee to assign and transfer to such son one-half of all of said shares of stock, and one-half of the securities into which the same may have been converted under the provisions of this item. I further direct that my said wife be not required to give bond as such trustee.

No. 867.

PROVISION IN TRUST FOR IMPROVIDENT PERSON. (SPENDTHRIFT TRUST.)

Item — I give and bequeath to The — Trust Company of —, Ohio, the sum of — dollars (\$—) in trust, however, for the following uses and purposes, to wit: to hold, manage, control, invest, and re-invest the same, and, in its absolute and unqualified discretion, during the life of my son, A. B., Jr., from time to time, to pay to him all or any part of the income thereof, or portions of the principal; or, in its absolute and unqualified discretion, from time to time, to apply all or any part of the income, or portions of the principal, for the support and maintenance of the said A. B., Jr., or of his wife or children, if any, in such amounts, at such times and in such manner as my said trustee in its absolute and unqualified discretion may, from time to time, deem proper; and at his death, the remainder of said trust fund shall pass to and vest in his next of kin.

Provided, however, that if he shall die leaving a wife, or children, or both, then the trustee shall retain the said trust fund, with like powers, and may in its absolute and unqualified discretion, pay to his widow, during her life, or apply for her support and comfort, or for the education and support of his children, all or any part of the net income, or portions of the principal, and upon the death of his widow, the trustee shall hold said trust fund for the benefit of his children, in equal shares, to be paid to each child as he or she shall respectively

arrive at the age of twenty-one (21) years, meanwhile applying the income for the support and education of said children, pro rata.

In case of the refusal or inability of The — Trust Company to accept the trust hereinbefore created, or in the event of the resignation, disqualification or subsequent inability to act, of said The — Trust Company, or of a subsequent trustee, I nominate and appoint as such trustee the following corporations and persons in the order named: The — Savings & Trust Company of — Ohio; C. D. of —, Ohio; E. F. of —, Ohio; The — Trust & Savings Company of — Ohio.

No. 868.

WILL MAKING SPECIFIC BEQUESTS AND CREATING SPENDTHRIFT TRUST, WITH REGULAR ALLOWANCE TO BENEFICIARY, TO CEASE ON ALIENATION.

I, A. B., of —, do make, publish and declare the following to be my last will and testament:

Item I. To my son, J. B., I give and bequeath the household effects and personal chattels in use in and about my homestead on — street in the city of —, Ohio.

Item II. To the following named persons I give and bequeath the following amounts respectively, to wit:

To my sister, — of —, the sum of — dollars (\$—).

To my brother, — of —, the sum of — dollars (\$—).

To my nieces, — of —, — of — and — of —, the sum of — dollars (\$—) each.

Such last named bequests are conditioned, however, upon each of the legatees surviving me, and in case any of them does not survive me, the bequest in favor of such one to go in equal shares to the ones of them surviving.

Item III. All the residue of the estate, real and personal, which I may own or have the right to dispose of at the time of my decease, I give, devise and bequeath to The — Trust Company of —, Ohio, in trust, however, for the uses and purposes following, to wit:

To hold, manage and control during the continuance of the

trust, with power, as to all real estate, to lease the same from time to time for not exceeding — (—) years at any one time: and as to all other property, of every kind, to sell and convey, invest and re-invest the same, or the proceeds of the sale thereof.

In the administration of the trust, the trustee shall have power to retain, by way of investment, any property or securities coming to it from my estate, without being accountable for any losses resulting from depreciation in value of the same, so long as it shall continue in the exercise of good faith in the retention thereof.

Bequest of annuity. During the life of X. Y., the trustee shall, subject to its right to terminate the trust as to her on purchasing an annuity as herein provided, pay to her the sum of — dollars (\$—) per annum in monthly installments.

Spendthrift Trust. The trustee shall, from the net income of such property, pay to my son J. B., during his life, the sum of — dollars (\$—) per month, but may at any time reduce such monthly allowance to the extent of — dollars per month, if in its judgment it shall be for his best interest so to do. (It may also, if in its opinion my said son shall have shown such regularity of life and habits and aptitude for business as will warrant such advance, and in case he desires to engage in some legitimate business, and has what appears to said trustee to be a fair opportunity of so doing, pay to him outright from the trust fund an amount not exceeding the sum of — dollars (\$—) unless it shall have become satisfied from a fair trial of his capacity in such business that he has made and will continue to make a success of the same, in which case it may pay to him a further sum of not exceeding — dollars.)

Upon the death of my son said trustee shall distribute the entire trust fund then in its possession, and all accumulations thereof, by paying — dollars (\$—) thereof to such person or persons as my said son may, by last will and testament, designate and appoint; and the remainder (or the whole, if he make no appointment) to his lawful issue per stirpes, or, in default of issue, then to his next of kin of my blood; first deducting, however, if the said X. Y. shall be then living, a sum sufficient to purchase from some responsible annuity company, an

annuity in her favor during her life for said amount of — dollars (\$—) per year.

The foregoing direction for the distribution of the remainder of the trust fund on the death of my said son is subject to this qualification: that the shares of any persons who have not arrived at the age of twenty-one (21) years shall be retained by the trustee for their benefit, upon like trusts (they receiving the net income in the meantime), until they shall have arrived at such age, or until their earlier death, or until twenty-one (21) years after the death of my son, beyond which time the same shall not be held, and upon the death of any such persons before becoming entitled to receive their said shares, the same shall thereupon be transferred or paid to such person or persons as they may by last will appoint, or, in default of appointment, to their next of kin.

The provisions made for my said son, and the directions to the trustee for the payments to him, are subject to the proviso that if he should have during my life or shall, at any time or times thereafter, assign, transfer, charge or dispose of the allowance herein provided for him, during his life, or any part thereof, or any interest therein, or shall attempt so to do, or if, by reason of his bankruptcy, insolvency or other event happening either before or after my death, the said income shall or may, wholly or in part, fail or cease to be personally enjoyed by him, and the same, or any part thereof, or interest therein, would, but for this proviso belong to or become vested in any other person or persons, then the trust herein expressed as to such allowance in his favor shall immediately thereupon cease and determine, and all amounts which otherwise would have been payable by the trustee on account of such allowance of — dollars (\$—) per month during his life, shall be held by my trustee, upon trust, during the residue of the life of my said son, to pay and apply the amount of such allowance, or any part thereof, according to the discretion of the trustee to and for the personal support and maintenance, or otherwise, or for the benefit of my said son, or his wife, child, children, or remote issue, or for the personal support of, for the time being, any of the persons of my blood who may become beneficiaries under this will, whether infants or of full age, inclusive in the case of minors of the right to apply such income to the purposes of their educa-

tion, and with the right to the trustee as to any such possible beneficiaries to make such provision in their favor, or payments to them, continuous or discontinuous, such payment or payments, both in amount and as to the persons for whom the same shall be exercised, being wholly within the discretion of my said trustee, and to whatever extent such allowance or income of the fund is not paid, the same shall accumulate in its possession, until the time, or times, fixed for final distribution as above provided.

In case the trustee herein named shall fail, or, at any time, cease to act as such, I nominate and appoint as its successor, or successors, the following institutions, in the order in which they are herein named, and grant to such successor, or successors, all the powers herein granted to such The — Trust Company; The — Trust Company; The — Savings & Trust Company, and the — Trust Company.

I make, nominate and appoint the — Trust Company to be the executor of this, my last will, and I empower it, as such executor, to compound, compromise, settle and adjust, according to its discretion, any and all claims against or in favor of my estate, with power to submit the same to arbitration, and also with power of sale and conveyance of any of the property of my estate necessary for the purpose of providing means for the payment of the liabilities and bequests of the same.

In witness whereof I have hereunto subscribed my name this — day of —, A. D. 19—.

A. B.

Attestation clause, see forms at beginning of chapter.

No. 869.

PROVISIONS IN TRUST FOR WIFE DURING LIFE, WITH REMAINDER TO CHILDREN. ADVANCE- MENTS TO BE DEDUCTED.

Item — I give, devise, and bequeath to my executors hereinafter named, in trust, all of my property, real and personal, of every kind and description, and wheresoever situate, to be held and used by them during the life of my wife, M. B., upon the following trusts, to wit:

I give and devise and bequeath to my beloved wife, should she need or desire the same, the entire net income from all of my estate so long as she may live.

If, for any reason, the net income of my estate shall not be sufficient to amply support my said wife, then my said executors are hereby authorized, in the exercise of their discretion, to use so much of the principal of my estate as shall be needed for such purposes.

Advancements. *Item* —. I have made gifts and advancements from time to time to my children —, — and —, all of which gifts and advances, whether now or hereafter made by me, as they appear in a book kept by me, now in the possession of my son, —, shall be considered as advances to my said children, and they shall each and all be bound thereby, and I fully authorize and empower my executors whenever they shall deem it prudent so to do, from the income of my estate, if not all used by my said wife, or from the principal, if it is necessary so to do, to equalize the advances to said children, by advancing to such of said children as have received less amounts than others, such sum or sums, at such time or times, as my executors shall deem proper, as shall equalize the advances made to each and all of my said children. The judgment and discretion of my executors as exercised in making any advances or distribution shall be final and conclusive.

Item —. Upon the death of my wife, M. B., I give, bequeath and devise all of my estate, both real and personal, then remaining undisposed of in the possession of my executors, to my children —, —, and —, and their heirs and assigns forever, to be divided among them in such manner that my children shall all share equally in my estate. All gifts and advances which shall have, up to that time, been made to them, either by myself, as appears upon my said book, or by my executors as hereinbefore provided, shall be charged to each of said children to whom such gifts or advancements shall have been made, and their accounts equalized, to the end that each and all of my said — children shall share alike and equally in my estate.

No. 870.

PERMISSION TO TRUSTEE TO RETAIN INVESTMENTS AND PROPERTY OF TESTATOR.

In the administration of the trust, the trustee shall have power to retain, by way of investment, any property or securities coming to it (or, him) from my estate, including shares of the capital stock of mercantile, trading, banking, vessel, railway and other corporations, without being accountable for any losses resulting from depreciation in value of the same, so long as it (or, he) shall continue in the exercise of good faith in the retention thereof.

No. 871.

PROVISION LIMITING INVESTMENTS OF TRUST FUND.

I authorize and empower said trustee to invest and re-invest the same in United States, State or municipal bonds, or in first mortgages upon improved city real estate (or in the bonds or stocks of corporations which have regularly paid interest or dividends for the period of five (5) years prior to the time of making such investment).

No. 872.

POWER OF SALE AND INVESTMENT TO TRUSTEES, WITH DIRECTIONS AS TO ACCOUNT BOOKS.

Item —. I hereby authorize and empower said trustee to sell and convey, by proper instruments of conveyance, any and all real estate of which I may die seized, or any and all personal property which I may leave, and to re-invest the proceeds thereof, and to change said investments, from time to time, in such manner and form as they may deem for the best interest of my estate, hereby giving and granting unto my said trustees as full and complete power and authority to control, manage, and deal with my estate as I now personally possess.

I direct my trustees to at all times keep proper books of account, showing all acts and things done and performed by them and all property held by them, which books shall be open only to the beneficiaries hereinbefore mentioned, under said trust.

No. 873.**POWER TO TRUSTEE TO CONTINUE PARTNERSHIP BUSINESS, AND TO ACCEPT STOCK IN CORPORATION ORGANIZED TO TAKE OVER BUSINESS.**

I further authorize and empower the said trustee, in its (or his) discretion, to continue any partnership business, in which I may be interested at the time of my decease, until the expiration thereof, and, in its (or his) discretion, to renew the same, or if a corporation or corporations shall be organized to take over and conduct any such business, I authorize and empower the said trustee, in its (or his) discretion, to accept in payment for my interest in said partnership, shares of the capital stock of such corporation, or corporations, in such amounts, on such terms and in such manner as said trustee shall think fit.

No. 874.**POWER TO TRUSTEE TO CONTINUE BUSINESS.**

I further authorize and empower the said trustee, in the exercise of its (or his) discretion, to carry on any or all business conducted by me at the time of my decease, or in which I may be then interested whether alone, or in partnership with others, and to continue the same for such time as, in the judgment of said trustee, shall be for the best interest of my estate, and to extend or renew any such partnership, or to terminate the same, as the trustee shall think fit.

No. 875.**PROVISION THAT PURCHASERS FROM TRUSTEE NEED NOT SEE TO APPLICATION OF PURCHASE MONEY.**

For all payments of money to the trustee, or any subsequent trustee of the trust hereinbefore created, whether of purchase money by purchaser or purchasers of property sold by the trustee, or otherwise, the receipt of the trustee shall be a sufficient discharge, and it shall not be the duty of any such purchaser, or purchasers, or other person or persons making such payments, to see to the application of the money so paid for the purposes of the trust.

No. 876.

POWER TO TRUSTEE TO BORROW MONEY ON COLLATERAL SECURITY.

In case it shall become necessary for said trustee to raise money for the payment of any of the legacies hereinbefore given, or for any purpose in the execution of said trusts, said trustee is authorized to borrow such sums of money as may be necessary for such purpose, and to secure the same by a pledge of any of the bonds, stocks or other securities in which said trust fund may be invested, and to execute collateral notes evidencing said loan and pledge, and the persons or corporations advancing money to said trustee need not inquire into the necessity, expediency or propriety of such loan, nor see to the application of the money so advanced, but said collateral note of the trustee shall be sufficient authority and discharge therefor.

No. 877.

DEVISE OF REAL ESTATE TO WIFE FOR LIFE, WITH REMAINDER TO BROTHERS AND SISTERS.

Item —. I give and devise to my wife, M. B., during her natural life, all my real estate, wheresoever situated. After her death I give and devise all of said real estate to my brothers and sisters, — of —, — of —, — of —, and — of —, equally share and share alike.

No. 878.

DEVISE TO WIFE FOR LIFE, REMAINDER TO CHILDREN.

Item —. I give and devise to my wife, M. B., my farm in — township, — county, Ohio, for and during her natural life, and after her death I give and devise the same to my children —, — and —, in equal shares, absolutely and in fee simple.

No. 879.

DEVISE TO WIFE FOR LIFE, WITH POWER OF APPOINTMENT BY WILL.

Item —. I give and devise to my wife, M. B., my real property situate — (on the corner of — and — streets in the

city of —, Ohio, with the apartment house known as “The —” thereon) for and during her natural life and after her death to such person, or persons, as she may, by last will and testament, appoint: or, if she shall make no appointment, then, after her death, the same shall pass to and vest in my brothers and sisters and their heirs, per stirpes.

No. 880.

DEVISE OF LAND INCUMBERED BY MORTGAGE.

Item —. I give and devise to — of —, my real estate on — street in the city of —, Ohio, with the buildings thereon; the same being incumbered by a mortgage to The — Trust & Savings Company of —, Ohio, which mortgage the said — shall assume and pay and save harmless all my other estate therefrom (or, which mortgage I direct my executor to pay in full out of the proceeds of my life insurance policy in The — Insurance Company in exoneration of the said real estate).

No. 881.

BEQUEST OF ANNUITY, MADE A CHARGE ON REAL ESTATE.

Item —. I give and bequeath to — of — an annuity of — dollars (\$—), during her life, payable in equal quarterly installments on the first days of January, April, July and October of each year, and the payment of the same is hereby made a charge upon all the real estate herein devised to —.

No. 882.

BEQUEST OF AN ANNUITY, TO BE PURCHASED FROM INSURANCE COMPANY.

Item —. I give and bequeath to — of — an annuity of — dollars (\$—) during her life, and to that end I direct my executors to purchase, with the funds of my estate, from a responsible Insurance Company, an annuity contract, in the name

of said —, providing for the payment to said — of said yearly sum of — dollars.

(Provided, however, if said — shall elect to receive the sum of — dollars (\$—) in cash, in lieu of said annuity, such election to be made in writing and delivered to my executor within one year after my decease, then I give and bequeath to said — the said sum of — dollars (\$—) in cash in lieu of such annuity) *or* (The said — shall not be entitled to take, in lieu of such annuity, the sum required for the purchase thereof.)

No. 883.

BEQUEST OF HOUSEHOLD EFFECTS.

Item —. My library, all my household goods, useful and ornamental, and all chattel property now in use or intended for use in and about my residence in —, Ohio, or the grounds connected therewith, I give and bequeath to my wife, M. B.

No. 884.

BEQUEST OF HOUSEHOLD EFFECTS, TO BE DIVIDED BY EXECUTORS.

Item —. I direct that all the furniture and household effects in and about my residence in —, Ohio, be divided by my executors between my children as my executors, in their discretion, shall think fit.

No. 885.

BEQUEST OF LIFE INSURANCE.

Item —. I give and bequeath to — of — the proceeds of my life insurance policy of — dollars (\$—) in The — Insurance Company, with all accumulations thereon.

No. 886.

LEGACY FROM WHICH DEBT OF LEGATEE IS TO BE DEDUCTED.

Item —. To C. D. of —, in case he survives me, I give and bequeath the sum of — dollars (\$—), to be paid within

— years after my death, against which, however, shall be charged any and all indebtedness existing from him in my favor at that time.

No. 887.

LEGACY OF DEBT, TO DEBTOR.

Item —. I give and bequeath to — of —, or to his executors or administrators, any and all debts which may be owing from him, or his estate, to me at the time of my decease, and I direct that any and all notes evidencing said debts be surrendered and delivered up to said —, or to his executors or administrators.

No. 888.

LEGACY OF BUSINESS.

Item —. I give and bequeath to my son, A. B., Jr. the — business now conducted by me in the — of —, Ohio, including the stock in trade, fixtures, accounts and bills receivable, and good will; and also the sum of — dollars (\$—) in cash. Provided, however, the said A. B. shall assume and pay all the debts and liabilities incurred in connection with said business during my lifetime, and unpaid at the time of my death, and shall indemnify and save harmless the rest of my estate therefrom.

No. 889.

LEGACY MADE A CHARGE ON REAL ESTATE.

Item —. I give and bequeath to — of — the sum of — dollars (\$—) and the payment of the same is hereby made a charge upon my real estate situate at the corner of — and — Streets in the — of —, Ohio, herein devised to —.

No. 890.

LEGACY PAYABLE OUT OF A PARTICULAR FUND
(DEMONSTRATIVE LEGACY).

Item —. I give and bequeath to —, of —, the sum of — dollars (\$—) to be paid out of the proceeds of my life insurance policy in The — Life Insurance Company of —.

No. 891.**BEQUEST TO CEMETERY ASSOCIATION IN TRUST
FOR CARE OF LOT.**

Item —. I give and bequeath to The — Cemetery Association of —, Ohio, the sum of — dollars (\$—) in trust however for the uses and purposes following, to wit: to hold, manage, control, invest and re-invest the same and out of the income thereof to care for and maintain the burial lot in the — Cemetery, viz: Lot No. —, Section —.

No. 892.**BEQUEST, WITH PROVISION FOR SUBSTITUTION.**

Item —. I give and bequeath to —, of —, the sum of — dollars (\$—) in cash, and in case he shall not survive me, then by way of substitution, I give and bequeath the same to his children, equally share and share alike, to be paid to each child as he or she shall respectively arrive at the age of twenty-one (21) years.

No. 893.**PROVISION FOR SUBSTITUTION IF CERTAIN LEGATEES OR DEVISEES DIE BEFORE TESTATOR.**

Item —. In the event that my wife, M. B., shall not survive me, then all the interest in and share of my estate hereinbefore devised and bequeathed to my said wife shall, by way of substitution, pass to and vest in, my son, J. B., of —, absolutely and in fee simple.

In the event that my said son, J. B., shall not survive me, then all the interest in and share of my estate hereinbefore devised and bequeathed to my said son, J. B., shall, by way of substitution, pass to and vest in my said wife, M. B., absolutely and in fee simple.

NOTE.

See Rev. Stats., § 5971. Larwill v. Ewing, 73 O. S. 177.

No. 894.**PROVISIONS FOR WIFE TO BE IN LIEU OF DOWER,
DISTRIBUTION AND ALLOWANCE.**

Item —. The provisions hereinbefore made for my wife, M. B., are intended to be in lieu of her dower interest in my real estate and distributive share of my personal property, as well as her claim to a year's support, and any and all other rights, interests, or claims which she might otherwise have in or against my estate. And said provisions are conditioned upon her formal relinquishment of such rights by election or otherwise.

In case my said wife shall, for any reason, elect not to take under my will, then the provisions hereinbefore made for her, subject to her claims at law upon the same, shall pass to and vest in —.

No. 895.**PROVISION THAT GIFTS TO CHILDREN SHALL BE
DEEMED ADVANCEMENTS.**

Item —. I have made gifts and advancements, from time to time, to my children —, —, and —, and I may hereafter make further gifts and advancements, and I direct that all of such gifts and advances shall be considered as advancements and shall by my executors be charged against each of the said children to whom such gifts or advancements shall have been made and deducted from the legacies hereinbefore given to them, respectively.

No. 896.**PROVISION THAT GIFTS TO CHILDREN SHALL NOT
BE TREATED AS ADVANCEMENTS.**

Item —. I have made some gifts to my son, —, and have procured certain life insurance for the benefit of my daughters, — and —, all of the same being intended as gifts, and I may, in the future, before my decease, make further gifts. I ratify and confirm all such gifts as I may have made or as I may hereafter make, and I direct that the same shall not, in any manner, be deemed as advancements, nor be counted, in any manner, in the settlement of my estate.

No. 897.PROVISION FOR FORFEITURE, IF LEGATEES OR
DEVISEES CONTEST WILL.

Item —. In case any of the legatees or devisees hereinbefore named shall institute or prosecute any action to contest or set aside this, my will, the legacy or devise hereinbefore given to such person or persons shall be thereby forfeited and annulled and shall revert and inure to the residue of my estate.

NOTE.

See *Bradford v. Bradford*, 19 O. S. 546.

No. 898.

PROVISION AS TO PRIORITY OF LEGACIES

Item —. In case my estate shall prove insufficient to pay all of the legacies hereinbefore given, I direct that the legacies given to — and to —, in items — and — respectively, of this, my will, be paid in full, and that all other legacies hereinbefore given shall abate proportionately in favor of the same.

No. 899.

POWER OF SALE TO EXECUTOR.

Item —. I make, nominate and appoint — of — to be the executor of this my last will and testament, with full power and authority, in order to pay all debts and all the legacies hereinbefore given, and in order to carry into effect all the provisions and purposes of this will, to sell and dispose of any or all of my estate, real or personal, or both, for such prices, ~~and upon such terms of credit or otherwise~~, and in such manner, as my said executor may deem best, and to execute and deliver to the purchaser, or purchasers, all necessary or proper deeds and other instruments of conveyance and transfer thereof. (Provided, however, no part of my estate shall be sold at public sale, and provided further, that my homestead on — street in said city shall not be sold during the life of my wife, M. B.)

No. 900.

POWER TO EXECUTOR TO CONTINUE BUSINESS.

Item —. I make, nominate and appoint — of — to be the executor of this, my last will and testament, with full power and authority to conduct and carry on the — business now conducted by me, and to do all things necessary or proper in the usual course of said business, until such time as the same can be sold, as a going business, for a price, which, in the opinion of my said executor, is the reasonable value thereof: and with full power and authority to sell and dispose of any or all of my estate (*finish as in preceding form*).

No. 901.

POWER TO EXECUTOR TO MAKE COMPOSITION OR COMPROMISE.

Item. I make, nominate and appoint —, of —, to be the executor of this my last will and testament, with full power and authority, in the settlement of my estate, to compromise, compound, adjust and settle any and all debts and liabilities due to and from my estate, for such sums, upon such terms, and in such manner as my said executor shall deem best.

No. 902.

APPOINTMENT OF EXECUTOR, WITH SUBSTITUTION IN CASE OF INABILITY OR REFUSAL TO ACT.

Item —. I nominate and appoint — of — to be the executor of this my last will and testament.

In case of his death during my life, or of his incapacity or refusal to act, I nominate and appoint — of — as such executor. In case of the death, incapacity or refusal to act of both said — and said —, I nominate and appoint — as such executor.

No. 903.

CODICIL, SKELETON FORM.

I, A. E., of the — of —, county of —, and State of Ohio, do hereby make, publish and declare this codicil to my last will and testament dated the — day of —, 19—.

I hereby revoke and annul Item II and Item IV of said will and in lieu thereof I hereby substitute the following, to be deemed and taken as if originally inserted in said will as Items II and IV respectively.

Item II.

Item IV

I hereby ratify and confirm my said will in all other respects.

In witness whereof I have hereunto set my hand this — day of —, 19—.

A. B.

**Attestation
clause.**

Signed and acknowledged by the said A. B. as and for a codicil to his last will and testament in our presence, and by us subscribed as attesting witnesses in his presence and at his request and in the presence of each other this — day of —, A. D. 19—.

— residing at —.

— residing at —.

No. 904.

CODICIL SUBSTITUTING NEW EXECUTOR AND TRUSTEE.

I, A. B., of the — of —, county of —, and State of Ohio, do hereby make, publish and declare this codicil to my last will and testament dated the — day of —, 19—.

Whereas, by said will I made and appointed — of — to be the executor thereof and to be trustee of certain trusts therein created.

Now I hereby revoke the appointment of said — as such executor and trustee (*or*, The said — having died since the execution of my said will, now) I hereby make, nominate and appoint The — Trust Company of —, Ohio, to be the executor of said will and trustee of all the trusts therein created, the same as if its name had been inserted in said will as such executor and trustee.

In all other respects I hereby ratify and confirm my said will.

In witness whereof I have hereunto set my hand this — day of —, 19—.

A. B.

(Attestation clause, form No. 903.)

No. 905.CODICIL SUBSTITUTING NEW EXECUTOR, AN-
OTHER FORM.

I, —, of —, Ohio, having on the — day of —, 19—, made my last will and testament of that day, naming and appointing therein — as executor thereof, and he having since died, do make and publish the following codicil to my said will.

Item 1. I nominate and appoint — of —, Ohio, to be the executor of my said will.

Item 2. In all other respects I confirm and re-publish my said will.

Dated at —, Ohio, this — day of —, 19—.

A. B.

(Attestation clause, form No. 903.)

No. 906.CODICIL APPOINTING ADDITIONAL EXECUTOR
AND TRUSTEE.

I, A. B., of the — of —, county of —, and State of Ohio, do hereby make, publish and declare this codicil to my last will and testament, dated the — day of —, 19—.

Whereas, by said will I made and appointed — of — and — of —, to be the executors thereof and to be trustees of certain trusts therein created. Now, I hereby make, nominate and appoint — of — to be an additional executor of said will and an additional trustee of all the trusts therein created, the same as if the names —, —, and — had been inserted in said will as such executors and trustees instead of the names of — and —, only.

I hereby confirm said will in all other respects.

In witness whereof I have hereunto set my hand this — day of —, 19—.

A. B.

(Attestation clause, form No. 903.)

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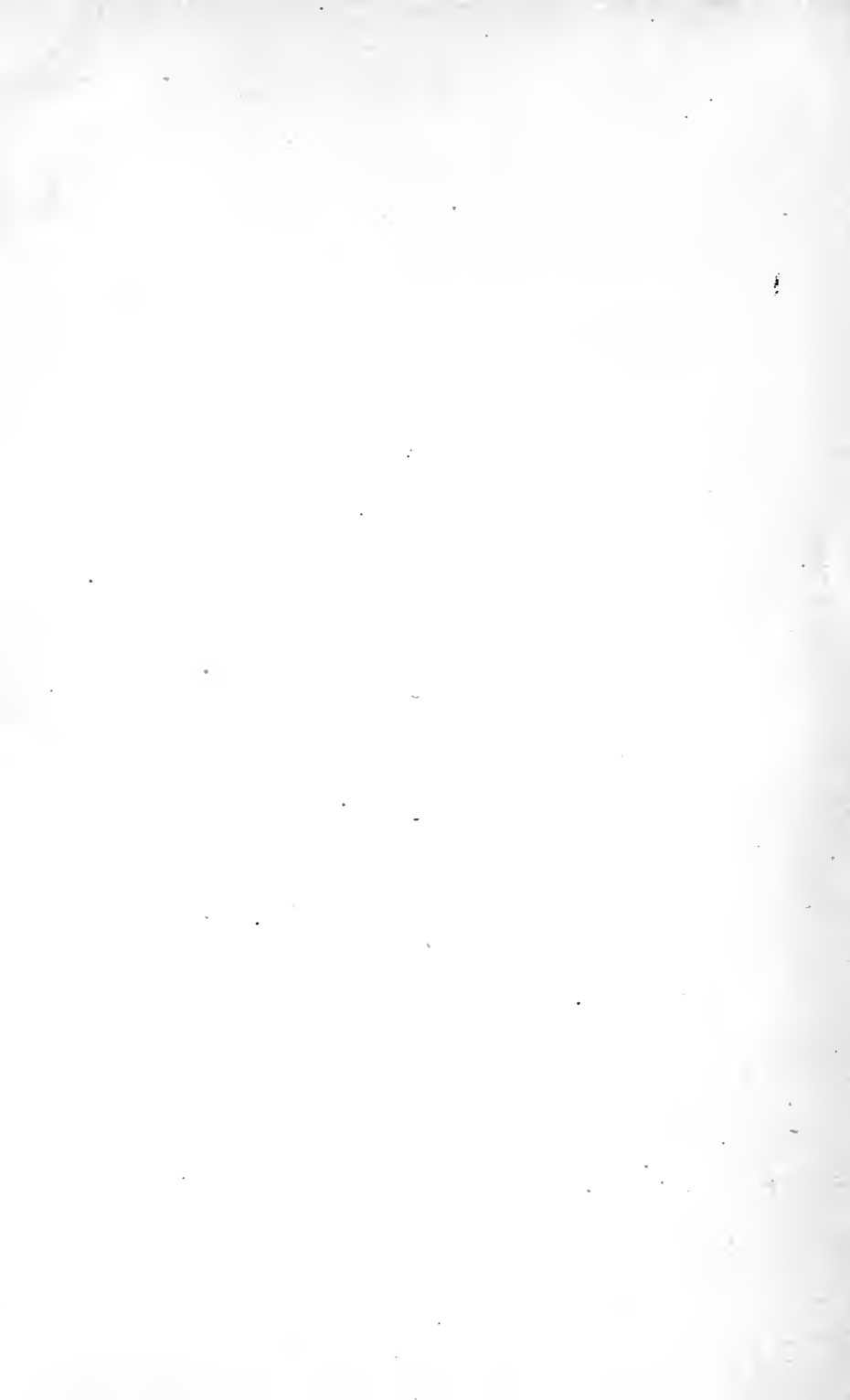
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